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RERUM BRITANNICARUM MEDII ÆVI SCRIPTORES,

OR

CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND

DURING

THE MIDDLE AGES.

THE CHRONICLES AND MEMORIALS

OF

GREAT BRITAIN AND IRELAND

DURING THE MIDDLE AGES.

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

On the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the Reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an Editio Princeps; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

Rolls House,
December 1857.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

Year Books

OF THE REIGN OF

KING EDWARD THE FIRST.

EDITED AND TRANSLATED

BY

ALFRED J. HORWOOD,

OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

PUBLISHED BY THE AUTHORITY OF THE LORDS COMMISSIONERS OF HER MAJESTY'S TREASURY, UNDER THE DIRECTION OF THE MASTER OF THE ROLLS.

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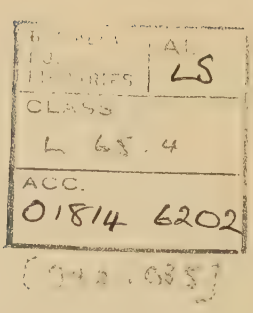

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PREFACE.

PREFACE.

VENERATION for Authority and love of Precedent are characteristics of our nation. The words and the language now used in the legislative functions of the sovereign are the same as those employed many centuries ago. We retain officers of state and judicial officers whose titles and costumes are of remote antiquity, but which we hesitate to exchange for a scientific nomenclature and modern vestments.

The like attachment is shown to old laws and customs; and as, happily for man, his faculties not only include the power of reasoning drily on abstract and utilitarian matters, but are accompanied with the tendency to reflect on the events of the past,—its glories and its errors—the beneficial result of this latter process indicates an element in his nature which legislators do well not to overlook or forget.

We retain our hereditary titles where the claimant goes back to a patent or writ dated four or five hundred years ago;—our franchises where the evidences are as old or older;—tenures the peculiarities of which show a very rude and ancient origin;—special modes of descent, such as gavelkind which divides the land among all the sons, and borough-English which gives it to the youngest;—and other tenures, such as ancient demesne, where our Domesday Book, now nearly eight hundred years old, is the only evidence appealed to.

We retain our series of written laws, a collection of writings in Latin, Norman-French, and English, running over a period of six hundred years; and we

prefer keeping this irregular and unsymmetrical mass, many a statute enacted *pro re nata*, to compiling a code which projectors may offer as presenting a solution for every case which can arise in a civilized country.

A code may enunciate general propositions, or make enactments for particular cases, or do both; but it seems hardly possible to frame formulas which will provide for every possible combination of circumstances which an ever-progressing community, affected by ever-advancing sciences, will exhibit. The example of neighbouring nations shows that a code cannot be final, and does not diminish litigation or the necessity for an abundance of law-books.

As authority gains more respect when it is surrounded by the halo of antiquity, litigants bow more readily to judgments when it is known that they are based on early and successive interpretations of the laws which they have sought to invoke or evade.

It is with a feeling akin to pride that Englishmen point to the long line of their national records, unmatched in the world — a standing evidence of the nation's respect for LAW. Notwithstanding the changes of dynasties and internal disturbances they have remained to testify to the rights of property. Our Year Books and other reports show that, however the national pulses were stirred by wars and tumults, the main artery of law, on which the health of the nation depends, was sound and acted calmly: the Judges were appointed, the Courts sat regularly, and their decisions were enforced.

The volumes known as THE YEAR BOOKS, contain reports in Norman-French of cases argued and decided in the Courts of Common Law. The printed volumes extend from the beginning of the reign of Edward II. to nearly the end of the reign of Henry VIII. a period of about 220 years; but in this series there are many omissions. The whole of the reign of Richard II.,

and some years of other kings' reigns are wanting, although MS. materials exist for supplying nearly all the deficiencies. But, whatever may be their defects, these books are first in the long line of legal reports in which England is so rich, and in comparison with which (as Bentham remarks) the wealth of other nations is penury.[1]

The Year Books may be considered as, to a great extent, the foundation of the "lex non scripta" of England. They have been held in the highest veneration by the ancient sages of the law, and were received by them as the repositories of the first recorded judgments and dicta of the great legal luminaries of past ages. On the judgments and dicta contained in these reports great confidence has been reposed, as coming from men who, by reason of the times wherein they lived, were thoroughly cognizant of the laws and customs regulating the tenure and transmission of land and of personal property, and who were best able to decide on the construction of the statutes which they, as judges, sometimes assisted to frame, and who had successively become the depositaries of the traditions and learning of their predecessors. However much the jurisconsult of early times must have felt the want of what are now called Reports, his want was not relieved until the latter end of the thirteenth century. A few lawyers at and before that time (and only a few, for vellum was scarce, and the cost of transcription great,) might possess the works of Glanville, Bracton, and Britton,

[1] Some of the Year Books were printed soon after the art of printing was brought into England. Those for 33 Henry VI., Michaelmas 35 Henry VI., Michaelmas 36 Henry VI., and Michaelmas 37 Henry VI. were printed by Lettou and Machlinia, between 1480 and 1490. Copies of the first three are in the British Museum. The fourth (perhaps unique) is in the possession of Mr. Lilly, the bookseller. The cases of the reign of Richard II., so far as they are contained in the Abridgments of Statham, Fitzherbert, and Brooke, were collected by Bellewe, and published 8vo., Lond. 1585.

and the treatises on special subjects, which may be found (the majority only in manuscript, and very little known) in some of our public or private libraries.[1] Whatever might be the benefit derived from a perusal of such works, the interest excited (without which the advantage would not be permanent) would not equal that arising from the study of cases, where the plaintiffs and defendants appear, as it were, personally before the reader; where the counsel "narrates"[2] the circumstances of the case according to the instructions he received from the plaintiff, and his opponent answers in the version of the defendant, where both sides argue subtilly against one another, where the arguments are allowed or rejected by the Judges, and where the very words of the Judges in disposing of the cases are set down. Valuable as are the Treatises of the Jurists just mentioned, it is much to be regretted that the practice of reporting was not adopted sufficiently early to preserve, or that time has destroyed, the record of their actual remarks and the very words of their judgments in the many cases of which they must have disposed. But reporters came in time to note down, and time has spared some of the decisions of Judges in the reign of Edward I., and among them many of RALPH DE HENGHAM, known to be the author of two of the

[1] The Summa of Hengham, known as Magna Hengham and Parva Hengham, (first printed by Selden), Judicium Essoniorum, Cadit Assisa, Cum sit necessarium, Tractatus de Bastardia, Tractatus de Corona, Articuli in narrando, (all in Latin) Brevia Placitata, Exceptiones ad cassanda brevia, Placita Coronæ, de Senescallo, (all in Norman-French), and others. The "Articuli in narrando," are printed with slight additions under the title of "Articuli ad novas narrationes;" and accompany the "Novæ Narrationes," of which many editions were printed in the 16th century.

[2] The plaintiff's formal allegation was called "narratio" in Latin and counte (or conte) in French. The Novæ Narrationes, in the edition printed in Henry VIII.'s reign are called "New Talys."

works mentioned in the note to p. xii., and supposed, with good reason, to have been the author of several others. Hengham sat on the Bench during the last few years of Henry III., and (with intermissions of a few years,) from the beginning to the end of the reign of Edward I. He has become as conspicuous in history by his alleged offense and punishment,[1] as his writings have made him in law.

A collection of cases argued and decided in the reign of Edw. I., when HENGHAM was a Judge, and when statutes of great importance were enacted, cannot be an object of slight interest. The collection and publication of such Year Books of this reign as could be found was contemplated by the late Record Commission, but no steps seem to have been taken towards the realization of this important object. It remained for the present Master of the Rolls to satisfy a want which lawyers have felt from the days of Lord Bacon to the present time.

In his Tract, intituled *Proposals for amending the Laws of England,* Lord Bacon recommends the digest of the common laws, and that of the statutes, and states that the second thing to be done in the digest of the common laws was "the reducing or perfecting "the corps of the common law." "For the second," (he continues) "which is the main, there is to be made "a perfect course of the law *in serie temporis,* or Year "Books, as we call them, from Edward I. to this "day." The rules suggested by him were these:— I. All cases, which are at this day clearly no law, but constantly ruled to the contrary, are to be left out. II. Cases merely of iteration and repetition are to be purged away, and the cases of identity, which are best reported and argued, to be retained instead of

[1] He is said to have altered an entry on the Roll, for the purpose of reducing the amount of a fine.

the rest: the judgments, nevertheless, to be set down. III. As to cases adjudged to the contrary; where there is a clear current-stream of judgments of later times, then the contrary cases to be considered obsolete. IV. All idle queries to be omitted, and no queries set down but those well debated and left undecided for difficulty. Lastly, cases reported with too great prolixity are to be drawn into some compendious report.

Lord Bacon's plan was good, having regard to the state of the law in his time, and seeing that his object was a collection of cases for the use of practising lawyers. But now that the cases decided in early times are desired and valued by the students of constitutional law and antiquity, and as the more early and numerous the cases the better the materials for a history of the rise and progress of the laws of England, no other plan can be considered satisfactory than that adopted by Serjeant Maynard and the publishers of the latest edition,[1] who gave *all* the cases previously printed, and others which, up to that time, existed in MS. only.

As reports in every year, from the 30th to the 35th of Edward I. have been recovered, although every term is represented in the 34th and 35th years only, it has been thought advisable at once to print these; devoting a little more time to ascertain whether (as is probable) from other sources can be obtained a continuous series of reports, which the compiler distinctly assigns to earlier years.

The cases collected and arranged under various titles, which occupy the greater portion of the MS. volumes hitherto examined, are much better and more fully reported than those in the years beginning with the 30th year. They seem to be selections of the best cases in the earlier years of this King (Edward I.), and when united will furnish a most important addition to our

[1] Fol. Lond. 1678.

knowledge of the jurisprudence of the other portion of this reign.

A full report of a case is always to be desired, as well for the sake of the arguments of the contending parties as for the exposition of the reasons which have determined the judgment.

Wherever property is the subject of litigation it is natural that, when the judgment is given, a written memorandum embodying the nature of the suit and the terms of the decision should be drawn up and deposited in safe custody, in order to testify to future times the rights of the successful party. Before the Conquest these memoranda were entered on the blank leaves of mass-books. After the Conquest a more systematic mode was adopted. The exact time when the new system was introduced is not known; but *Inrolments* of decided cases are preserved in this country (not quite uninterruptedly) from the time of Richard I.

The propriety and necessity of a record or Inrolment is at once apparent; but a full report of the case would not be necessary unless it were required for something more than as a citation of a case in point in dealing with other cases. The statute law was in early times of very small bulk, and the points in the case which induced the judgment or verdict were generally matters of fact. The great object of the pleadings was to arrive at a distinct averment on one side and denial on the other of some one fact on which the assise or jury might decide. The facts of the case and the point on which the parties finally took their stand being briefly referred to in the Inrolment, it is evident that if in a simple case a precedent was required either for the purpose of citation in argument or as a reason for a judgment, the Inrolment in a like case would be quite sufficient. Bracton is profuse in his citations of Inrolments; and doubtless he and other

practising lawyers of that time took copies of all the more important ones, and had them entered in a volume for the purposes of reference and citation. Volumes of this kind are in the British Museum.[1]

But as statute law became more frequent and the mode of procedure more complex, and perhaps as the increase of business rendered the majority of pleaders less able or less willing to frame an argument by means of original and independent research, arguments ready-made by means of reports became necessary as well as popular. No doubt also the sages of the law, who perhaps after all suggested the compilation, would not be unwilling to see the *ipsissima verba* of the Judges set down in writing, or refuse themselves the gratification of again weighing the winged words of their adversaries and (when successful) of themselves.

The precise time when the system of reporting began cannot now be ascertained. Sir John Davis in the preface to his Reports thinks that although those in print and those scattered in the Abridgments were not found higher than the time of Henry III., "yet assuredly there were other reports digested in "years and terms as ancient as the time of King "William the Conqueror." He does not pretend to more than a conjecture; and when Chaucer in the Prologue to the Canterbury Tales says of the Serjeant—

> "In tearmés had he case and domés all,
> "That from the time of King William was fall,"

it is not to be inferred that he vouches for the existence of *reports* of such an early date; he is only magnifying the learning and swelling the number of accomplishments of the character which he is describing. The existence at any time of a continuous series of reports from the time of the Conquest is not probable.

[1] See Additional MSS., No. 12, 269, and No. 16,560, and many Jurolments are contained in the MS. cited as B.

The code of written laws of this kingdom before the reign of Edward I. was scanty. The "Ancient "Laws and Institutes of England,"[1] from Ethelbert to Henry I. inclusive, occupy with translations, notes, and various readings, only 608 pages in 8vo: some of these were not in force in all parts of the kingdom; all were not in force at the same time; and a great number consist of minute regulations not involving any principle of law or point of practice. Such of them as remained in force at the beginning of the reign of Henry III., and such of the Ordinances of the intervening kings as then remained in force, would not make up a very imposing volume.

We mark an advance in the reign of Henry III.; and although his son Edward has been frequently dignified with the name of the English Justinian, a perusal of the statutes of the reign of the father and the ordinances mentioned by historians will show that in ascertaining and increasing the legal rights of various denominations of persons, in the modes of enforcing those rights and obtaining redress for injuries, in the improvements of legal process and matters of police, Henry III. is entitled to be considered as having prepared the way for, and given an example to, his son in matters of legislation.

The long and many internal dissensions in the reign of Henry III., the increase of population and commerce, the influx of foreigners, and perhaps the desire of inducing contending parties to submit their differences to a legal tribunal—a course at once productive of quiet to the people and profit to the king—would all induce King Edward I. to introduce further provisions for defining the relative rights of persons, and for a more complete administration of the law.

[1] Published by the Record Commission, under the editorship of Mr. Thorpe. Lond. fol. (and 2 vol. 8vo.), 1840.

The five years which gave birth to such statutes as those of Acton Burnel (Statute Merchant), Westminster 2. (De Donis), and Westminster 3. (Quia Emptores) form a notable epoch in the history of this country.

With regard to the source of the spirit and form of much of the legislation of this reign, it may be suggested that Edward's expedition to the East, his travels in Italy, and his association with the French Crusaders, gave him the opportunity of visiting some of the Universities of Law, and of becoming personally acquainted with some of the great jurists of that age, such as Pierre de Fontaines, Accorsi the younger,[1] and Philippe de Beaumanoir, and that abroad or in England he had read, or at least learned something of the contents of, the Assises de Jerusalem, the Institutes of St. Louis, and the Coutumes de Beauvoisis. The fact of his wife being the daughter of St. Ferdinand and sister of Alfonso the Wise (or learned) kings of Spain, would make it appear that their "Partidas" could not be wholly unknown to him, and would lead to the supposition that they had an influence in determining his mind to legislation.

I may add in confirmation of these remarks, that a great coincidence has been traced between much of the subject-matter of Frederick II.'s Sicilian Constitutions and some of the Statutes of Edward I. Many resemblances may also be noticed between the enactments in the Assises de Jerusalem and those of Edward I.; but at the same time it must be admitted

[1] Accorsi (or Accursius as his name was latinized) was invited to England by the king, and set out on his journey. Selden in his Dissertatio ad Fletam, gives the king's writ, assigning to Accorsi and his family a residence at Oxford. That University never had the benefit of his presence, for his continental value was so high that he was persuaded not to come over. However, he continued in the king's favour or confidence, for Prynne gives an extract from the Patent Roll of 6 Edw. I., showing that he was sent (with other persons) to Rome to manage certain affairs of the king.

that similar circumstances in states and a common origin may often give birth to similar laws and regulations without a previous communication between their makers.[1]

The civil and canon law were elements in all the codes of that period, and M. Foucher, in his edition[2] of the Assises de Jerusalem, (of which only the first volume has yet appeared,) traces in many of his interesting notes the enactments of that code to those and other sources. That the civil law was an important element in English law in Henry III.'s time is sufficiently shown by Bracton's treatise ; and that it was cited in the courts of law in Edward II.'s time is noticed by Selden.[3] Roger Bacon says that the civil law was proscribed by King Stephen. John of Salisbury, in his Policraticus, lib. 8. c. 22, seems to say that the canon (not the civil) law was the subject of this persecution. But Edward I. was not an enemy to the civil law. This is shown by his invitation to Accursius mentioned in the note at p. xviii. There is among the *Royal and other Letters* one (No. 1367) addressed by Edward I. to the King of France (Philip IV.), which states that the writer sent the Bishop of London, Roger Brabazon, kt., and William de Grenefeud, *Professor of Civil Law,* to settle the terms of a treaty relative to disputes at sea. Very probably the professor was the William de Greenfield who was afterwards Canon of York, Dean of Chichester, and (A.D. 1302) Chancellor. Professors of this law assisted (by the king's command)

[1] There are marked differences in some particulars between the legal enactments and treatises of foreign nations and those of this country. The faculty for generalization (for which the French are so conspicuous) and the insistence on moral qualifications are not visible in our statutes or ancient legal classics.

[2] 8vo., Rennes, 1839.

[3] Dissertatio ad Fletam, 529–531. With regard to Bracton it should be noticed that, "It appears that there "are two distinct *recensions* of this "work, in one of which many of the "passages borrowed from the civil "law do not appear." See Cooper on the Public Records of Great Britain. (8vo., 1832.) Vol. ii. p. 401.

in the discussion with regard to the superiority of England which followed the death of Alexander, king of Scotland.

It has been already remarked that the time at which regular reports commenced is not known. That the practice was established as early as the reign of Edward II. may be inferred from the circumstance of reports for the whole of his reign being extant.[1] Plowden, in the preface to his Reports or Commentaries, says that "in early times four reporters were ap- "pointed to commit to writing and truly to deliver as "well the words spoken as the judgments and reasons "therefor given in our Courts of Westminster, who "conferred all together at the making and setting "forth any book of reports." This, according to Sir Harbottle Grimston, in his preface to Croke's Reports in the time of James I., is the reason of the reputation of the Year Books. From the preface to the "System of Pleading," it might be inferred that these reports were drawn up from the notes of (and perhaps by) the Prothonotary of the Court, being those notes from which he framed the Inrolments. Mr. Reeves, in his "History of the English Law," (2. 357, 2d edn.), says, "The establishment of reporters is said to have "been first made by this king (Ed. II.), or more "probably at the end of the former reign;" and in a note, after mentioning that reports of cases adjudged during the reign of Edward I. were said to be in certain public libraries, he adds "but these do not ap- "pear to be in any series that would justify one in "supposing that there was a regular appointment like

[1] Parliamentary proceedings found a reporter in the reign of Edw. I. The original of the volume known as *Placita Parliamentaria* (published by Ryley in 1661) seems to have been the work of a private hand, and (notwithstanding the Inspeximus of 6 Richard II. mentioned by Ryley in his preface) not to be of the dignity of a *Record*. Prynne's phraseology, when speaking of the *Placita Parliamentaria*, is in accordance with this view.

" that above mentioned." The present and succeeding volumes will show that from the 30th year of Edward I. (although all the terms in some of that and the ensuing years are not represented), one reporter, and sometimes more than one, was a constant attendant in court. There is some reason, however, to believe that systematic reporting began much earlier. Sir Wm. Dugdale, in his Origines Juridiciales, p. 57 (2nd ed.), among his list of Law Books makes the following entry:

" MS. in Bibl. Seldeniana.

" Placitorum relationes vulgariter nuncupatæ *Year*
" *Books* de annis 22, 23, 27, 28, 29, 30, 31, 32, 33, 34,
" et 35 Edw. I.

" Aliud volumen annis 30 usq; 35 Ed. I. inclusive.

" Placita de Itinere Cornubiæ, 30 Ed. I."

And Fitzherbert's Abridgment contains cases in French, with names of counsel and Judges, in the 11 Ed. I. (Bastardy, 27), 12 Ed. I. (Assise, 405), 13 Ed. I. (Assise, 401, Execution, 119), 26 Ed. I. (Eschete, 17), 28 Ed. I. (Voucher 291). Fitzherbert's Abridgment contains many short notes of cases in various years of Hen. III.; nearly all of them being in Latin (without names of Counsel or Judges) they may be presumed to be notes framed from inrolments; a very few are in French, but these too seem to be drawn from the like source.

Of Selden's MSS., some went to the Bodleian library, and some to Lincoln's Inn; but the Selden collection in the Bodleian library, (as given in the Catalogus Manuscriptorum Angliæ,) contains none of the reports mentioned by Dugdale as formerly existing in Selden's library; and none of the Lincoln's Inn MSS. appear to contain any series prior to the 30 Ed. I. The volume cited as B. once contained, (according to ancient MS. notes in the covers) " xx. queyers," that is, twenty *cahiers* or " gatherings," and as the volume in its

present state does not contain nearly as many, and bears evidence of having once contained many more than it does now, it is possible that the years referred to by Dugdale may formerly have been found in this volume. That Dugdale was correct in his reference to Selden's MS. Year Books is clear from Selden's own citations in the notes to Fortescue's work *De laudibus legum Angliæ*.[1]

The manuscript folio Dd. 7. 14, in the University Library, Cambridge, contains a large mass of law Tracts and Reports. Among them are reports in due form of cases in the Middlesex Iter 22 Edward I., in the Hereford Iter 20 Edward I., and regular reports of cases in Easter and Trinity terms 21 Edward I.

But while the cases in Fitzherbert, from the Cornish Iter 30 Ed. I. and subsequent years of that reign, are very numerous, the cases in any numbered years prior to the 30th, are very few, and the references to cases "En temps E. I." very abundant. The three volumes A., B., and C. (now used) are all made up on the same plan; they consist of collections of cases under various heads, such as "Bref de dreit," "Novel disseisin," &c., &c. (with nothing to show the year in which the cases were decided,) the Cornish Iter of the 30th year, and the Terms in that and subsequent years of the same reign. These facts would favour the belief that, although particular cases were from time to time carefully reported and arranged under heads for the use of legal practitioners, regular reporting, term by term, did not commence before the 30th year. But Dugdale's statement and Selden's notes to Fortescue, and the contents of the folio volume in

[1] Fol., Lond., 1737. At p. 55 he quotes "my MS. report of 21 Ed. I., "fol. 58;" at p. 67, "my MS. "report of 25 Ed. I., fol. 82 b." In a note at p. 7 of Hengham Magna, he cites "Pasch. 30 Ed. I. "MS. fol. 280 a.;" and in a note to Hengham parva, p. 37, he cites "33 Ed. I., MS. fol. 59 b."

the Cambridge University Library must be held to negative the presumption. Efforts will be made to discover the MSS. mentioned by Dugdale and Selden.[1]

An argument against the existence of an official reporter during the first half of the reign of Edw. I. may be founded on an entry on the Parliament Rolls of 20 Edw. I. (vol. i. p. 84) A writ in a certain case before Sir Thomas de Weylond and his companions in the 17 Edw. I. was in an unusual form; nevertheless judgment appears to have been given against the tenant. On his complaint, Elias de Bekingham (one of the Justices before whom the case was heard) was examined; and he recorded that the tenant did except to the form of the writ, although the Roll contained no notice of the exception. The entry on the Parliament Rolls states, "And because Elias Bekingham "records &c., to whose single record greater belief is "to be given than to the Rolls of the said Thomas, "&c. &c." If an official reporter had then existed, we might have expected that recourse would have been had to his cotemporary written evidence, as well as to the recollection or notes of Bekingham.

If there had been any official reporter during the reign Ed. I. and his successors, a copy of his reports might have been expected to have been deposited in the Court to which he was attached; but no such copy is to be found. It is clear that the existence of an official reporter (if any) did not prevent the compilation of reports by other hands. The MS. Year Books of Edward II. and Edward III. preserved in Lincoln's Inn library, Nos. CXXXVII. 2. and CXXXVII. 1., are stated by Mr. Hunter to differ from the printed Year

[1] The MS. Dd. 6. 39, in the University Library at Cambridge, is on paper, and comparatively modern. The cases temp. Henry III. are only excerpts from Fitzherbert's abridgment. The MS. Ee. 6. 18 contains a selection of cases temp. Edward I.; one term, viz., Hilary, 32 Ed. I., is in full, and many cases in the first part of the volume are recognizable as being of Michaelmas term, 31 Ed. I.

Books of the same periods (see General Report on the Public Records, 1837, pp. 386–7); and the printed Year Book of 2 and 21[1] Edward III. contains reports in the same terms by different hands. The Lincoln's Inn MSS. cited as A. and B., and the British Museum MS. cited as C., all contain Michaelmas Term 31 Edward I., but the reports in A. are by a different hand from those in B. and C.; and although many of the cases in each volume are common to all, each volume contains some cases in this term not found in the others. There were also two reporters in the 32 Edward I. There are indications of a third reporter in the 31 Ed. I.; for while the text of such of the cases in Michaelmas term of this year as are common to B. and C. is in the same words, there are cotemporary additions in the margins of B., some of them of such a length as to show that they could have hardly been accidentally omitted when the copyist was transcribing from the original exemplar.

Why Norman-French should have been the language used by the pleaders and Judges needs little explanation. What the tendencies of Edward the Confessor made a fashion, the Conquest rendered a necessity; and, although the statement of some writers that the use of this tongue was commanded by the Conqueror does not seem to be borne out by sufficient evidence, it continued to be the language of the Court and upper class until long after the reign of Edward I. Robert of Gloucester, who lived in the reign of Edward I., says,[2] after relating William's victory:—

"And the Normans ne couthe speke tho bote her owe speche
"And speke French as dude atom, and here chyldren dude al so teche,

[1] At the end of Mich. Term 21 Ed. III. are the words: "Here "endeth Maister Horewode's "Report." "Here followe certaine "cases taken out of another report, "which were not in Maister Hore-"wode's Report heretofore printed." —Tottell's edition.

[2] Vol. I. p. 364; reprint of Lond. 1810.

" So that heymen of thys lond that of her blod come
" Holdeth alle thulke speche that hii of hem nome.
" Vor bote a man couthe French, me tolth of hym wel lute.
" Ac lowe men holdeth to Englyss, and to her kunde speche gute.
" Ich wene ther ne be man in world contreyes none,
" That ne holdeth to her kunde speche bot Engelond one.
" Ac well me wot vorto conne bothe wel yt ys.
" Vor the more that a man con, the more worth he ys."

But the land-owners residing in the country, and the mass of the people, doubtless continued to speak English; and as the jurors would question and be questioned and give their verdict in English, the pleaders and Judges would be obliged to understand both languages.[1]

That the Norman-French was not the mother tongue of the pleaders will (it is thought) be the conclusion of the reader. An examination of their phrases seems to show that they thought in English, and clothed English ideas and sentences with foreign words. But a comparison of the cases in this volume with the cases in Levinz's Reports, will show that skill in the foreign tongue was, as might be expected, a more common or more palatable acquisition in the reign of Edward I., than in the times of the last two Stuarts and William III.[2]

The study of the Year Books has generally been attended with some difficulty, partly by reason of the contractions of the original MSS. having been in great part retained, or not properly extended, and partly from the frequency of printer's errors. It may be reasonably presumed that the later editions were, to a great extent, printed from the earlier ones, and that

[1] A hundred years previously it was considered a recommendation in the case of a dependant that he did not understand the foreign language. See Chron. Joc. de Brakelonda, p. 24. (Camden Society publications). The same Chronicle, p. 95, informs us that the sermons in churches were sometimes (A.D. 1200) delivered " Gallice vel potius " Anglice, ut morum fieret edificatio " non literaturæ ostensio."

[2] The last case in Levinz begins thus : " Quantum meruit pur un " chirurgeon pur curing un wound."

errors were thus perpetuated and increased. The present volume will show that the forensic French of the time of Edward I. was not so far removed in form from the French of the present day, as the printed Year Book of Edward II. would lead us to expect; and it is anticipated that the publication of these reports will be welcome not only to the lawyer but also to the philologist.

A suit respecting a civil matter was commenced in this reign, as in earlier and subsequent reigns, by the purchase of a writ, and sometimes by bill. The sums paid for the purchases of writs made an important item in the revenue of the Crown.[1] The writs were committed to messengers who had to travel into the different parts of the kingdom and deliver them to the sheriffs or other proper officers, to be served on the defendants. The writs were afterwards returned to the Courts whence they issued.[2] The counsel engaged in the cause must have had a copy of the writ, in order that he might be able to pursue the necessary course of framing his "count" in accordance with the terms of the writ. In a case which will appear in the next volume, the Judge tells a serjeant that he would better put his writ back into his purse: it is not from this remark to be concluded that the writ itself was delivered to the serjeant; it implied no more than that his case was hopeless.

Mr. Serjeant Stephen in the 28th note to his "Treatise on Pleading," notices that although from the "Placitorum Abbreviatio"[3] it would appear that the manner of pleading was extremely imperfect, and that many of the rules of the science were either unknown or but partially observed in practice so late as the end of the reign of Henry III., yet, on the other

[1] The fine for having an Assise was generally half a mark. This appears to answer Mr. Booth's quære (see Booth on Real Actions, p. 98, 2d edn.) as to the reason for the tender of the demy-mark in a writ of right.

[2] Some of the leathern bags in which the writs were returned, are still preserved at the Record Office.

[3] Folio, Lond. 1811.

hand, the very earliest reports in the Year Books (beginning in the reign of Edward II.) exhibit proof that the pleading was by that time in a comparatively perfect state. Mr. Stephen consequently considers the reign of Edward I. as the era at which the manner of allegation may be said to have been first methodically formed and cultivated as a science. The present volume furnishes evidence of the correctness of Mr. Stephen's conclusion as to the scientific nature of pleading in the time of Edward I. At pp. 86, 192, and 332 are objections by reason of duplicity: that the count should pursue the terms of the writ is often urged: the order in which exceptions were to be taken is mentioned at pp. 42 & 34: the rule as to pleading on Profert at pp. 184, 330, & 402: and an instance of the "absque hoc" ("sans ceo" in the French) may be seen at p. 399. The entries in the Index, under the title "Pleading" will further show how technical the science had become; and in a succeeding volume (where still earlier cases, although not under any specified year, are given,) Mr. Stephen's conclusion will be further corroborated.[1] It may be added that the distinction between matter of law and matter of fact seems to have been well recognized (p. 16), as also the duty of the jury to attend to matters of fact only (p. 132). The treatises referred to in the note to p. xii. *ante*, still further show that pleading was in this reign a science.[2]

[1] The reign of Edward III. is generally considered as the period when the science of pleading was perfected; yet in Herring *v.* Blachlow, Cro. Eliz. 30, the Justices said that in the time of Edward III. the Judges had no great regard to pleading.

[2] The Universities, where the civil law was undoubtedly taught, had no lack of students; and the writings of Duns Scotus (who lectured at Oxford), and of Alexander de Hales, to say nothing of Thomas Aquinas and other foreign schoolmen, must have been a good preparation for the subtleties of pleading. The code of Gentoo laws, cap. 3 (ed. Halhed, 8vo., Lond. 1776), lays down rules of pleading not unlike our own.

The forms of counts which this volume shows to have been in use in the reign of Edward I. continued to be used for centuries afterwards, as a reference to the "Novæ narrationes" will prove: but in Queen Elizabeth's time (see "Novæ narrationes," edn. of 1561) the prosecutor in a criminal matter counted at a length and descended to particulars which (from the treatise *Placita Coronæ*, referred to in the note at p. xii. *ante*,) were not thought necessary in the time of Edward I.

Although the pleadings in this reign and the next were *vivâ voce*, it seems hardly probable that the counsel could have recited the long counts without some writing to refresh their memory; but that the pleadings were *vivâ voce* (the counts were abateable, see p. 201, line 1,) is shown at p. 424, where an avowry in replevin was amended at once in Court; and this system continued until the reign of Edward III.

Some of the reporters' notes would seem to show that the record was made up whilst the cause went on: but the statements of "et sic fecit" and "et ita "factum est" appended to discussion as to the form which the Inrolment should take, may have been only in reference to what the prothonotary took down for entry, or to what the reporter afterward ascertained was entered on the roll.

Although by the 13 Edward I. litigants were allowed to appear as well as to sue and defend by attorney, yet the cases in this volume show that the principals often appeared and conducted their suits, and that the attornies took part even when counsel were employed; and although in the Bench a litigant would not probably have been allowed to dispense with the services of a serjeant, it would seem from the case at p. 172, that in Eyre he might elect to plead in person; for the Court would hardly have publicly disgraced a counsel by telling the principal that for want of a good serjeant he had lost his cause. At p. 358 *Herle* says that it

was not unusual to call the principal where the attorney could not fully explain the matter before the Court; and that the attornies did in Court and during the trial refer matters to the discretion of their principals appears from p. 151. In a case to be given in a future volume, the Judge says to a counsel "Speak to your client and question him if his "adversary &c."

An attorney might be appointed for a particular suit or generally for all suits, and the latter kind of deputation was common in Eyre. The forms subjoined in the note below[1] are taken from the Roll of the Cornish Iter, 30 Ed. I.

When each of two co-plaintiffs appointed a separate attorney to represent him in a suit against a particular person or persons, it appears from p. 483, that if the interests of the co-plaintiffs clashed in the course of the suit, the attornies did not represent their principals for the purpose of debating and settling the matter in dispute between them; and this accords with the rule laid down in the "Grand Coustumier "de Normandie," chap. lxv.

It seems to have been the practice for Judges of one Court to send to the Judges of another Court certificates of the appointments of attornies, and to request that such attornies might be received in the other Court: and the receipt of these certificates was

[1] "Frater Willelmus de Tottehale "Magister Hospitalis Sancti Jo- "hannis Jerusalem in Anglia ponit "loco suo Eustachium de Perten- "hale contra quoscumque in omni- "bus placitis et querelis motis vel "movendis pro ipso vel contra "ipsum, &c.

"Odo de Trerers et Roesia uxor "ejus ponunt loco suo Reginal- "dum de Verrik vel Johannem "de Trebaygnon versus Simonem "Nicol et Johannam uxorem ejus de "placito terræ unde magna assisa, "et versus Johannem de Trethewy "de eodem placito, et versus Ber- "nardum de Marscke et Margeriam "uxorem ejus de eodem placito, et "versus Johannem filium Walteri de "la Beri de eodem placito, et versus "Rogerum filium Walteri de la "Beri de eodem placito, &c."

acknowledged. Many of these certificates are among the *Royal and other Letters* at the Record Office.[1]

The serjeants it is well known had the monopoly of practice in the Court of Common Pleas (the *Banc*, as it was then called). Mr. Serjeant Manning in his treatises[2] has collected from printed and manuscript sources all that is known and probably all that will be known of that ancient order. The deference paid to their opinions is well exemplified by the case at p. 104 of this volume, where (see p. 106), although the Justices were inclined to support a writ, it was yet withdrawn because the serjeants were of opinion that it could not be maintained.

The general rule of the "Grand Coustumier" (chap. lxiiii.) which allowed only one pleader (conteur) to each party, does not seem to have obtained in our Courts.

From the tables compiled by Mr. Foss,[3] it seems that there were six Judges in the Court of Common Pleas during the last six years of the reign of Edward I., viz., RALPH DE HENGHAM,[4] LAMBERT DE TRIKINGHAM, WILLIAM HOWARD, HERVEY DE STAUNTON, PETER MALLORE, and WILLIAM BEREFORD (and perhaps a seventh). The names of the Justices in the Cornish Iter are given at p. 73 of this volume. Hengham's punishment for having altered a roll is alluded to by most law writers Peter of Langtoft[5] joins in the cry against Hengham—

"Sir Rauf of Heyngham the wrong oft he ches,
"He departed with gram and the benk les."

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[1] See Nos. 1784, 2280, 2835, 2924, and many others. See also Appendix to 6th and 7th reports of the Deputy Keeper of Public Records. These letters throw so much light on the history and state of society of the 13th and 14th centuries, that it is to be hoped the Calendar will be completed and published separately.

[2] "Serviens ad Legem," &c. (by James Manning, Serjeant-at-Law. 8vo. London, 1840), and the article "Serjeant" contributed by him to the Penny Magazine.

[3] "The Judges of England," &c. by Edward Foss, F.S.A., of the Inner Temple. 6 vols. 8vo. Lond. 1848.

[4] Sometimes spelt Hingham.

[5] Vol. 2, p. 246; reprint of Lond. 1810. See also regarding the fines paid by Hengham and other Judges, note 1, in Appendix to the "Cronques de London," 1844, published by the Camden Society.

Among the Royal letters is one to the King (No. 3716) where the writer complains that no justice could be obtained from Sir Ralph de Hengham with regard to Sir Roger de Clifford. But an unsuccessful litigant is generally querulous.

A case in Michaelmas Term in the 33rd year of Edward I. gives this short but not unimportant addition to the memoir of Hengham, viz., that he drew up the Statute 13 Ed. I., Westm. 2. In reply to a counsel who was giving his construction of a chapter of this statute, Hengham said, "Ne glosez point le statut, "nous le savoms meuz de vous, qar nous les feimes." His judgments and remarks are, as might be expected, calm and dignified, and contrast in that respect with those of Burnetoun (or Brumpton, as the reporters always call him,) one of the Justices in the Cornish Iter, who several times adds force to his remarks by the phrase, "by God." But Burnetoun is not the only Judge who has sported with the sacred Name; in No. 43 of Easter Term 44 Edward III. John de Moubray is reported to have parodied the conventional phrase, "alez a Deu," by saying to the defendant (the Bishop of Chester), "alez au grant deable."

The influence of persons in authority was in this as in many a later reign invoked to hasten or stay the course of justice. No. 1755 of the Royal letters is from Milicent de Mohaut[1] to John de Langton (the Chancellor) thanking him for his aid at various times, especially in the suit relative to Melebracy, wherein she begs his further assistance.

The civil cases reported in this volume supply interesting information on obsolete and existing law. The case at p. 165 is valuable, as showing how

[1] The succession to her property involved her son in trouble. See pp. 41 and 469 of this volume.

early the Judges tried to set limits to claims of vilenage.[1] However, the system was in full force, for at p. 200 a man makes himself a vilein by acknowledgment in court.

The case at p. 107 is noticeable for the remarks regarding joint tort-feasors; the case at p. 415 for the learning on tenure and extinguishment of services by union of estates.

The case at p. 299 is curious for what is there stated to be the liability of the warrantor when the purchaser of land has erected a building on the land warranted.

The case at the bottom of p. 141 acknowledges the rule that the Christian name of a person is unchangeable; and induces the conclusion that it could not be effaced by public use of another: while the Justice's remark at p. 259 implies that notoriety is sufficient as regards the surname.

A leper was incapable of being a donor (Bracton, 12 a); and leprosy was a peremptory exception to the person of the plaintiff (Bracton, 421 a); the case at p. 115 of the present volume shows that this disease did not incapacitate him from being a plaintiff if the defendant did not take the exception; but that he would be obliged to appoint an attorney to sue for him.[2]

[1] It should be noticed that Fitzherbert (Villenage, 46) makes HERVY disagree with, and not assent to BRUMPTON'S remark in p. 166 of this volume. Hargrave's argument in Somerset's case (State Trials, vol. xx.) may be consulted with advantage for the learning on vilenage. See also some very interesting papers on vileins and the English peasantry in early times in the Law Magazine and Review (vols. 12, 13, and 14).

[2] As to leprosy see Hardy's General Introduction to the Close Rolls (pp. 122 and 123 of the 8vo. edn. 1833), There is a writ for secluding a man affected by leprosy; see Registrum Brevium, 267 a. Leprosy was not first brought into England by the Crusaders, but was known to the Anglo-Saxons; see Promptorium Parvulorum (ed. Way, Camd. Soc.), sub voce *Lepyr*.

The case at p. 441 gives intimation of an authoritative construction of 18 Edward I. c. 18, which does not seem to have been hitherto noticed. In that case the creditor had taken a moiety of the debtor's land under an Elegit; and on the debtor applying to redeem, the creditor prayed that his damages and expenses might be allowed. But Hengham said that the statute had been submitted to the king and his council, who agreed that when the debtor came prepared with the debt, the lands should be re-delivered to him; and consequently he would not allow the damages and expenses. No statute or ordinance to this effect appears in the Statutes at Large or the Rolls of Parliament.

The celebrated Dictum de Kenilworth is not admitted as a statute in the authorized edition of the Statutes. I have met with two cases in the Lincoln's Inn MS., cited as A., where the Dictum de Kenilworth was in question, and in one of these it is called *Statutum de Kenilworth.*

The introduction of foreign money of a very base quality obliged Edward I. to adopt stringent measures. It was forbidden, and might be defaced; (see 20 Edward I. stat. 4, 5, and 6). But the evil did not apparently abate, for by the 27 Edward I. stat. 3, the offence was made capital. Some provision was necessary with regard to those who held foreign money; accordingly, by writ dated in November, in the 28th year of his reign, the King directed *pollards* to be taken at half their nominal value, but debts due by contract made before Christmas in the 28th year were to be paid in the kind and to the amount contracted.[1] (Other writs on this subject are in Ryley's Placita Parliamentaria, p. 478–481.) A *pollard* was not literally a *penny;* although, according to the time when

[1] See this writ in the Liber Custumarum, ed. Riley, p. 187.

it was tendered, it might stand instead of a penny or a half-penny. The jury in the case at p. 210 seem to have taken the Justice's question in its most literal sense. He asked them if the debtor had tendered any 'denier,' and they answered that he had not. It seems from the note appended to the case that if the Justice had been more special in his question he would have learned that pollards had been tendered. In the King's Bench at York (Easter Term, 28 Edward I.,) the jury were better questioned, and they found that the debtor had tendered pollards "when "pollards were current as sterling money, to wit, "each one for a penny."[1]

Lands held of the fee of Arundel are said to be partible among males (p. 60). Mr. Robinson (Treatise on Gavelkind, p. 49, 3rd edn.) alludes to the case in 2 Edw. III. where lands of the fee of the Marshal in Norfolk are said to be partible. The fact that Arundel was not, in the reign of Edward I., the property of the Marshal prevents the supposition that the custom attached on all lands held of the Marshal.

It will be noticed that the title of baron does not occur in the course of the volume; and (with one exception) the cases to the end of this reign do not mention the title. William de Ros (p. 35) and Alan Plukenet (p. 51) were both at this time parliamentary barons, yet their dignity is not alluded to. The writs of summons to parliament (with few exceptions) describe the person summoned, when below the dignity of earl, as 'chivaler' only. The barons of Stafford and Greystoke seem nearly always to have had the title of 'baro' prefixed to their names in the writs of summons and records. In a case in the MS. cited as B., the Baron

[1] Abbreviatio Placitorum, p. 295, col. 1. See further the Wardrobe Book for 28 Edw. I. (4to Lond., 1787), preface, xxii–xxiv.

de Stafford is described throughout by his title. These two had possibly kept their feudal baronies entire.[1] That tenants *per baroniam* attached importance to their tenure for other reasons than merely that of exemption from serving on juries may be inferred from the proceedings in Eyre, 6 Edw. II., printed at the end of these remarks; they there appeared before the Justices and prayed that their appearance might be recorded.

At p. 187 mention is made of a cup called a 'noyse.' The entry on the Iter Roll has "unum "ciphum vocatum note." It may be presumed to have been a cup made out of a cocoa nut and mounted on a silver stand, and edged with silver. The Abbot of Peterborough, who died A.D. 1245, had (according to Swapham) two cups of this kind (*ducæ nuces cum pedibus et circulis deauratis.*)[2] The celebrated Judge Littleton by his will, dated A.D. 1465 (printed in the "Testamenta Vetusta") gives his 'gilt standing nutt.'

The proceedings in Eyre beginning at p. 75 are the first that have ever been printed, and are valuable as illustrations of what Bracton and Britton have written on the subject. We have here the very words of the chief of the Justices in some of his addresses to the County and the officers of his court.[3] The Iter Roll (at the Record Office) is in duplicate, one part, marked "Rex," being for the King and the other, marked "Berewyk," being for the Justice. It consists of upwards of seventy long strips of parch-

[1] The case of Admiral Berkeley (in his late claim to the Barony of Berkeley *by tenure*) and its copious appendices nearly exhaust the subject of barony by tenure. The decision of the Committee of Privileges in that case does not decide that barony by tenure does not exist.

[2] Historiæ Anglicanæ Scriptores varii. Fol. Lond. 1723. Part 2, p. 122.

[3] A much more detailed account in a Kentish Iter of 6 Edw. II. has fallen into my hands (whilst this sheet was going to press); and is printed at the end of the preface. A report of the same proceedings, but by a different hand, is in Lincoln's Inn Library, Hale MSS.

ments, with entries on both sides; the first thirty-five are occupied with the civil cases. Then follow Quo Warranto cases down to 38 b.; then Rotulus de Querelis (the first case being that curious one reported at p. 107 of the present volume); then "Rotulus de Attornatis et plevinis." At membrane 46 commence the "Placita coronæ," and the presentments by the hundreds and boroughs of crimes and accidents and other matters which it was their duty to present. Reports (in the modern sense of the word) of some of these cases are given in Appendices I. and II.; but it may not be thought out of place to give a few instances from the Roll, showing the minute way in which enquiries were made and circumstances recorded, and as illustrating the habits and customs of the time, and the tenure by serjeanty.

The HUNDRED OF KERRYER present (among other things) that John Salkyer got up by night in his own house and took a rasor and tried to cut his throat; he wounded himself in the neck, and died on the morrow.

Ralph, the miller, was killed by a millstone, which fell upon him; his death ensued twenty-four days after the accident. It was found by the Coroner's roll that Peter Cuny (and six others named) were present and held the rope whereby the stone was fastened;—they were attached, and say that Ralph was not killed by reason of the rope being pulled, but that Ralph wished to divert the stone at a pitch of the hill, and in so doing brought it on himself.

Stephen Cornel, Roger the son of John the seneschal, Walter le Gar, and Odo de Predannek went to the rock of Crybwen, near the sea, in the tything of Lysard, to look for hawks (falconibus) in the rock: Roger, Walter, Ralph, and Odo, put a rope round Stephen's waist and let him down the rock, they holding the rope so as to draw him up again; the

rope broke, and Stephen fell, and died directly: the jury found that the rope broke not by reason of the holders moving or jerking it, but by reason of its weakness and rottenness.

Concerning "Serjeanties" they say that William de Treuelle holds a Cornish acre[1] in Degemue and Eglosdere worth twenty shillings per annum, by the serjeanty of finding a boat and nets to fish in the lake of Hellestone, whenever the king came to Hellestone, and as long as he remained there.

The BOROUGH OF ESSHE [Saltash] present that Geoffrey Carnifex (or Geoffrey the butcher) and Philomena his wife quarrelled at a tavern, and he struck her with a candlestick, and she died. (Instances of deaths and wounds in tavern quarrels abound.)

Isold de Boswraghe went down to the sea to get salt water to salt her victuals, and was drowned. (The name of Isold is of very frequent occurrence on the Roll. Tintagel being so near, it is rather strange that the name of Arthur does not once occur.)

Ralph de Blamofre, Lord of the Isles of Sully (Scilly), claims to hold all pleas of the Crown by his bailiffs and stewards, and to do judgment on felons; viz., when anyone is convicted of felony he is to be taken to a certain rock in the sea, with two barley loaves, and one pitcher full of water, and to be left on the rock until the tide drown him.

Concerning money and exchange they say, that Peter de Luke exchanged sterling money for pollards[2] in the said county, in opposition to the king's prohibition; the sheriff was ordered to summon Peter &c.: it was afterwards found that Peter had exchanged them by virtue of the king's writ.

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[1] This contained about a hundred English acres. The Roll elsewhere specifies English acres.

[1] As to pollards, see p. xxxiii. *ante*.

The HUNDRED OF TRYGSHIRE present a death from a kick received when playing at foot-ball (ad pila pedis).

John de Treneylly holds half a Cornish acre worth twenty shillings per annum, by the serjeanty of receiving a cape of grey cloth (capam de grisaneo) at the bridge of Paislon, when the king was coming into Cornwall, from the hands of the lord of Cabilia, (who was to bring it and deliver it to the said John) and attending the king with it throughout Cornwall.

On the last membrane is KALENDARE COMITATUS CORNUBIÆ, containing the names of the hundreds and boroughs, with their chief bailiffs, and the names of their respective jurors. The first is,—

"Hundredum de Penwithe, Johannes de Umfraville capitalis ballivus.

JURATORES.		ELECTORES.[2]
[1]Johannes le Petit	Benedictus de Mosehele	Lucas le Vinien
Ricardus le Brun	Johannes de Trembethon	Thomas de Trewef
Henricus le Boscawen	Ricardus le Eyr	Henricus de Magoor
Hamelinus de Karfran	Johannes le Ceswyn.	Droko de Trebuer.

The list is valuable and interesting as giving the Christian and surnames of nearly two hundred of some of the most substantial persons in Cornwall at that time.

Criminal cases are more generally interesting than merely civil ones; because the circumstances inducing or governing the trial arise, not out of a technical

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[1] For brevity's sake the word *jurator* at the end of each name is omitted.

[2] In each of these entries lines are drawn from the word *Electores* to the names of the two persons who were the electors. See the account of the formal proceedings at p. 77, ante.

science, but out of the passions common to all men. Cases like those in Appendices I. and II. of this volume are not found in the printed Year Books; but as these cases are cotemporary reports of criminal trials in the reign of Edward I., it was thought that they well deserved a place in the volume, and, as being parallel in form with the civil cases, could not with propriety be omitted from it. No cases of the kind have (it is believed) ever been before printed, and their value and interest will be admitted.

The Iter Roll before mentioned contains inrolments of the presentations of the hundreds and burghs of accidents and offenses, and of the judgments on offenders.[1] These entries show the accidents and offenses occurring at that remote period among the people of the extreme west of England, and have, as might be expected, in many respects a strong likeness to the subjects of the trials at Assizes of the present day. However much what is called civilisation advances, history and experience show that while individuals progress in moral excellence, the world at large does not. There are frequent entries of tavern brawls, where knife or sword was drawn and used with effect; of burglary and petty larceny; of deaths by accident and violence—from that of the child who, going down to the willow ground to gather flowers, was by a gust of wind swept into the water and drowned, to the stranger woman murdered by unknown hands and left stark on the plain. But the cases in the Appendices, while giving so much of the facts as are necessary for the understanding of the report, give also the conversations

[1] The MSS. cited as A. and B. contain *copies* of some of the Inrolments; and A. contains, in addition, numerous Latin notes as to cases and points of criminal law well worthy of being transcribed, although by reason of their being merely notes, the insertion of them in this volume did not seem warranted.

between the prisoner and the Justices, and throw light on the statutes then in force.

At p. 240 it appears that *Englishery* was not presented in the county of Cornwall. The entry on the Roll adds that it never was presented in that county. It is well known that Canute is said to have procured a law,[1] that where a person was slain, and the slayer escaped, the person killed should be considered a Dane, unless proved to be English, and the vill, or in default the hundred, was liable to a high amercement. William the Conqueror introduced a somewhat similar rule for the protection of his fellow-countrymen.[2] Robinson[3] notices a claim by the county of Kent, in the 7 Edward III., to be exempt from making presentments of Englishery, and cites the Roll of that year to show that the claim was not allowed The proceedings in a Kentish Eyre of 6 Edward II., printed at the end of this preface, show that a like claim was then made and disallowed. Presentments of Englishery were abolished by the statute of 14 Edward III.

The Bloyho (or Bloyoun) family seem to have been very turbulent. One member was concerned in a grave case of assault and trespass reported at p. 108, and was, I think, the same who underwent the *peine forte et dure* (see p. 498). The Iter Roll contains entries regarding two others of the same name who had committed serious offenses. A note in the margin of the Roll states that he who suffered the *peine forte et dure* died in prison. His death may well be concluded from the severe nature of the punishment, which is described by Britton, c. 4. fo. 11, and Fleta

[1] See Reeves' Hist. of the English Law, i. 33. Laws of Edw. Confessor, xv., xvi., p. 440–441 of Thorpe's edn.

[2] Reeves, i. 33. Laws of William I., xxii., p. 477 of Thorpe's edn.

[3] On Gavelkind, p. 350.

lib. i. c. 29. sect. 33. The statute 3 Edward I., Westm. I. c. 12, enacts that "those who will not put themselves on inquests of felonies before the Justices at the suit of the king shall be put *en la prison fort et dure*, as those who refuse to stand to the common law of the land." Lord Coke[1] and Reeves[2] may be consulted for the arguments with regard to the origin of the punishment and the construction of the statute. If this punishment was by common law, it is singular that Bracton does not mention it; and Lord Hale's citations of records[3] (although he and Lord Coke, in opposition to Staundford,[4] incline to the opinion that it was by common law) seem to show that it was not used before the time of Edward I. Reeves notices the difficulty of explaining the two kinds of refusal mentioned in the statute. In the case of rape at pp. 529–532 of the present volume, Sir Hugh (the prisoner) refused to put himself on the inquest, and the Justice warns[5] him of the *peine forte et dure:* it does not, however, seem quite clear from the words at p. 531, whether the Justice treats the refusal by Sir Hugh to put himself on the inquest as equivalent to refusing to stand to the common law, or whether he only mentions the latter course (legem communem refutare) as showing him what, in consequence of the statute, his punishment would be for refusing to put himself on the inquest. The loading of the prisoner with iron (see another case at p. 511) is not mentioned by Britton or Fleta, but occurs here a century earlier than the earliest authority cited by Blackstone, 4, 328. This punishment for standing

[1] Coke's 2nd Institute, pp. 174, 175.

[2] Hist. Com. Law, 2, 134–139.

[3] Hale, P.C., notes at the end of cap. 43.

[4] Staundford's Pleas of the Crown, cap. 60.

[5] Hale, P.C., cap. 43, cites no authority earlier than 4 Ed. IV. for the necessity of this previous admonition.

mute continued to a late time. Nothing now remains but the name of the *press-yard* at Newgate.

The ancient severe punishment for rape was altered by the 3 Edward I. c. 13, but was revived by the 13 Edward I. c. 34. The case at pp. 499–501 refers to the option of the woman to take the man as her husband. This option was given by the Roman law.[1] Bracton[2] refers to it as obtaining in his time, and gives a curious story of the origin of its introduction in France.

The case at pp. 503–7 is noticeable for the decision of the Justices being against law, and simply to put money into the king's treasury. A man was arraigned for felony, but on producing a charter of pardon was discharged. Another man was arraigned for harbouring him, and, notwithstanding the acquittal of the principal, he was made to pay a fine.

Gloves are still presented to a Justice of Assize when there is no criminal trial to be heard before him; but that a man indicted for manslaughter and procuring a pardon should, on pleading it and receiving his discharge, give gloves to the Justice's clerk, is an ancient custom which seems not to have been hitherto known.

Abjuration of the realm occurs at pp. 513 and 527.[3] The criminal might remain in sanctuary for forty days; if he did not, at the expiration of that period, abjure the realm or put himself on trial, all supplies of food were cut off. According to Britton (fo. 25), he had forty days after being summoned by the coroner. Bracton (135 b.) and Britton (fo. 25) say that the criminal might elect the port from which he

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[1] Coke's 2nd Institute, p. 181.

[2] Lib. 3. c. 28. fol. 147 b–148.

[3] The words *mouster* and *eglise* being both used in the case at p. 527, the former has (in the cases of Abjuration) been translated *monastery*. But I doubt if in any case, except the last, anything but *church* was meant.

would leave the country. The note at p. 509 of the present volume is in direct contradiction to this.

It is always interesting to find a cotemporary citation of or recognition of an ancient book. At p. 521 is a remark by the Justice (or rather the reporter,) on a physiological point, which, proceeding as it did from a lawyer, may be reasonably considered as having been gleaned from a law book. He says that the consent of both parties is necessary to conception. Britton, at the end of the 23rd chapter, treating on the same subject, has these words, "pur ceo que nule femme ne poit conceyver "si ele ne se assente." — When BRUMPTON says at p. 109, that the rank of a person insulted is to be taken into consideration, he may be thought to have recollected a passage in Britton to the same effect.[1]

A DEODAND was the thing which caused accidental death; it was anciently employed to purchase masses for the soul of the deceased. When SPIGORNEL (p. 525), said that whatever moved was deodand, he did not mean that there was no deodand unless something moved; he only used the word *moved* in a figurative sense, to indicate the immediate or proximate cause of death. In the case at p. 529, the stationary object from which the arrow glanced, and not the moving arrow, was the deodand. Lord Hale[2] gives an instance of a wheel only of a cart at rest being forfeited. In a Kentish Iter among the Hale MSS. at Lincoln's Inn, the Justice enquired if the cart from which a man fell was in motion; and because it was not in motion, the cart, and not the horses, was forfeited. Deodands were abolished by 9 & 10 Vict. c. 62.

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[1] Britton, c. 25.

[2] Pleas of the Crown, chap. 32.

Magna Charta receives an illustration from the case commencing at the bottom of p. 529. The case is so graphic that an abstract of it will not be here out of place.—A man named Hugh was accused of rape. The prosecution was not by the woman, but at the suit of the King. The prisoner was brought to the bar by two persons, one of whom was his friend. The Justice told his friend that he might stand by the prisoner to give him comfort, but not to advise him. The prisoner requested that he might have counsel, but the Justice said, "You must know "that the King is plaintiff in this case, and pro- "secutes *ex officio*, and the law does not permit you "to have counsel against the King where he sues "*ex officio*; if the woman were the prosecutor, you "should have a counsel against her, but against the "King you shall not; wherefore, we command all "pleaders of your counsel to leave the Court." When they had gone, the Justice said, "Hugh, answer; Lo "the thing charged against you is a very likely "thing, and a thing of your own doing; so you can "well enough, without any counsel, answer whether "you did it or not. Moreover, law ought to be "general and applicable to all persons; and the law "is that where the King is a party *ex officio*, you "shall not have counsel against him; now if, in "contradiction to this, we should allow you to have "counsel, and the Jury should give a verdict in your "favour (which, please God, they will do), people "would say that you were acquitted by reason of "the partiality of the Justices; consequently we do "not dare grant your request, nor ought you to "make it. Therefore, answer." Hugh was a cautious man, and although he was (as afterwards appears) innocent of the crime laid to his charge, he knew the risks which even innocency runs from the subtleties of law, falsities of witnesses, and timidity of jurors;

and he made up his mind to take every possible technical objection, and to avail himself of every possible privilege; so he began by pleading his clergy. "Sir (said he), I am a clerk, and I ought not to "answer without my ordinary." Thereupon his ordinary appeared, and claimed him. But the Justice was aware of Hugh's domestic ties, and replied, "We "tell you that you have forfeited your privilege "of clergy, inasmuch as you are a bigamist, "having married a widow; tell us whether she "was a virgin when you married her; and you "may as well tell us at once; for we can find out "in a moment from a jury." Hugh thought that he might as well risk the chance of a lie, and said that she was a virgin. We will soon find this out, said the Justice. So he charged the jury, and they found that she was a widow when Hugh married her. So the Justice decided that he had lost his privilege of clergy, and required him "to answer as a layman, "and agree to those good men of the twelve; for we "know that they will not tell a lie on our suggestion." So Hugh answered, "Sir, by them I am accused; I "will not agree to them. Moreover, sir, I am a "knight, and I ought not to be tried except by my "peers." The Justice replied, "Because you are a "knight, we will that you be judged by your peers." The reporter then adds that knights were named, and that Hugh was asked if he wished to challenge any of them. Hugh, however, was pertinaciously obstinate. "Sir (said he) I do not agree to them. Take whatever "inquisition you like, but I will not agree to them." The Justice doubtless was used to scenes of this kind; so, in next addressing the prisoner, he mingled warnings with persuasion; but the length of the argument which he seems to have used may perhaps be attributed to the knightly rank of the prisoner, whom

the Justice immediately addresses by his proper title. "Sir Hugh (said he), if you will agree to them, please "God they will find for you. But if you will refuse "the common law, you will incur the penalty therefor "ordained, to wit, one day you shall eat, and the next "day you shall drink; and on the day when you drink "you shall not eat, and *e contra;* and you shall eat "barley bread, and not wheaten bread, and drink "water, &c." And the reporter says that he gave a long reasoning (which it is to be wished he had set down), showing why it would be better for the prisoner not to demur, but to put himself on the jury. So Hugh gave way, but only one step. He said, "I will "agree to my peers, but not to the twelve who have "accused me; therefore hear my challenges against "them." "Willingly (said the JUSTICE); but if you "have any reasons why any of them should be removed, "give them viva voce, or in writing." Sir Hugh then made a slip. "Sir (said he), I cannot read, therefore "I pray a counsel." "No (said the Justice), the King "is concerned." Sir Hugh then requested the Justice to take his challenges and read them. "No (said "the Justice), they must come from your own mouth." "I cannot read them," said the prisoner. "How "is this (said the Justice): you claimed your privilege "of clergy, and now it turns out that you cannot "read?" Sir Hugh stood quiet, quite abashed. The Justice, pitying his confusion, and trying to give him confidence, said, "Do not be downhearted; now is the "time for speaking." And addressing a person in court, he asked him if he would read the challenges of Sir Hugh. The person addressed said that he would do so if furnished with the book which Sir Hugh had in hand; and on the book being handed to him, he told the Justice that he found there set down challenges against several of the jurors, and asked if he should

read them aloud. But the Justice said, "No; read "them in a whisper to the prisoner; they must be "propounded by his own mouth." This was done; and on the challenges being found good challenges, those challenged were removed from the inquest. The Justice then charged the inquest, and they found that the woman was ravished by some of Sir Hugh's men, and that he was not accessory. He was consequently acquitted.

The denial of counsel to a prisoner in a criminal matter is seen in the 47th of the laws attributed to Henry I. Less than thirty years ago this barbarous rule was law in cases of felony.[1]

The origin of trial by jury is still obscure. The precise mode in which the jury was formed in criminal cases at this early period has not yet been ascertained. An essay on this subject by Mr. Starkie[2] confesses its obscurity. The 31st of the laws attributed to Henry I. says, "Unusquisque per pares suos "judicandus est, et ejusdem provinciæ;" and the 29th chapter of Magna Charta says, "Nullus liber homo "capiatur &c., nec super eum ibimus &c., nisi per "legale judicium parium suorum vel per legem terræ." Great contention has arisen regarding the text of this passage, one MS. substituting 'et' for 'vel.' But the precise meaning of the word 'parium' does not seem to have been so much debated; and long usage has divided the community, for the purposes of this chapter, into two classes, viz. peers of the realm and all persons not of that degree. Lord Coke, in his reading on Magna Charta,[3] gives this contracted mean-

[1] It was abolished by 6 & 7 William IV. c. 114.

[2] Law Review, vol. 2, p. 370 (1845). Mr. Hallam, at p. 256 of his Supplemental notes to *The View &c. of the Middle Ages*, attributes this paper to Mr. Starkie.

[3] 2nd Institute, p. 48.

ing to the word, considering that it was used to denote only the 'comites et barones' who, by the 14th chapter, were to be amerced "per pares suos." But his reasoning does not hold good, inasmuch as by the 29th section every 'liber homo' was supposed to have a 'peer.' It is very likely that this clause was intended to continue that distinction of ranks which was a prominent feature in the Anglo-Saxon laws. In sect. 3 of Alfred and Guthrum's Peace[1] we read, "If a king's thane be accused of man-slaying, if he "dare to clear himself, let him do that with twelve "king's thanes. If any one accuse that man who is "of less degree than the king's thane, let him clear "himself with eleven of his equals and with one king's "thane."

The absence of the name of the Justice and the surname of the prisoner in the case at pp. 529–532, and ignorance of the year when the trial took place, have placed an obstacle to a reference to the record of the proceeding. But this case presents the distinct and important fact that a prisoner who was a knight refused (because he was a knight) to be tried by the ordinary jury, and claimed to be tried by his peers (*per pares meos*, p. 531); and that his claim was at once allowed by the Justice, who must be presumed to have understood what the law was in such case, and who, by his iteration of the prisoner's phrase (*per vestros pares*) may be supposed to have had in view, and to have recognized the prisoner's appeal to, the "judi-"cium parium" of Magna Charta.

The case at pp. 542–3 contains the extraordinary assertion that under the circumstances the jury might, at the option of the Justice, be of the neighbourhood where the deed was done, or of the neighbourhood

[1] Ancient Laws and Institutes, vol. i. p. 155.

where the prisoner was born (unde natus est priso). I venture to suggest that this may have been an error of the scribe, and that the true reading should be "ubi captus est priso."

Grand larceny is laid down to be where the value of the thing stolen was above 12*d.*;[1] petit larceny where the value was 12*d.* or under.[2] At p. 533 the Justice states the law differently, viz. that it was grand larceny if the value amounted to 12*d.* (see also p. 537), although at p. 538 the contrary is stated. The practice of taking into consideration previous convictions for the purpose of bringing the offender to the punishment due to grand larceny was not continued; for Lord Hale (c. 45) says that this would only be where the successive stealings were included in one indictment. There would be some reason in this, inasmuch as the offender would not have been previously convicted for the first offense, and the two offenses were included in one indictment. But in the case at p. 533 the Justice supposes an indictment for the last offense only.

The presentation at p. 534 was included in the Appendix II., and is here referred to, for the sake of the English sentence contained in it, and the proverb there mentioned. I regret that I have been unable to obtain an elucidation of either.

The Manuscripts used for this volume have been three, of which two belong to the Honourable Society of Lincoln's Inn, and the third is in the British Museum (Additional MSS. 5925). They are cited in this volume as *A.*, *B.*, and *C.*

A. is a small folio volume containing 145 leaves of

[1] Petit larceny was punished by imprisonment, see p. 537.

[2] Hale, P.C., c. 43.

vellum (two are numbered 130).[1] The handwriting is of the reign of Edward II., and is of a beauty far surpassing that of any manuscript Year Book which has fallen under my notice. This volume was obtained from the executors of the late Serjeant Heywood. A Latin note at the head of the first page, states it to be the property of Francis Tate, of the Middle Temple, and to contain all the years or reports of King Edward the First. Then follow the words, *Teste, W. Fletewode.* Francis Tate seems to have been a collector of MSS.; the edition of 1642, of Horne's Mirror of Justices, was printed from an ancient copy in his possession. Fleetwood was Recorder of London in the time of Queen Elizabeth. The first 34 leaves contain reports of cases, in some terms of some years of Edw. I. At fo. 23 is a fine levied to a vilein (for the purpose of enfranchising him) before John de Metingham, in the 24th year of Edw. I. Folios 35 to 43, both inclusive, comprise a portion of the proceedings in the Cornish Eyre, Edw. I. (see p. 75 of the present volume), and some of the cases given in Appendices I. and II. at the end of the present volume. The civil cases in this MS. commence with the case at p. 123, and end (the MS. being imperfect) at p. 161. From fo. 44 to fo. 114, both inclusive, are cases arranged under different heads, *Droit de Garde,* and the cognate cases of *Value de mariage, Ravissement de garde,* and *Enjettement de garde,* fo. 44 to fo. 50 :—*Formedon,* in its varieties, fo. 50 b. to fo. 53 b. :—*Ael, Besael, Cosinage, Cessavit, Nuper obiit,* and *Mordancester,* fo. 54 to fo. 63 :—*Entry,* in its varieties, fo. 64 to fo. 73 :—*De Recto,* fo. 74 to fo. 85. At 85 b. is the heading

[1] Besides these is a fragment (twenty-four leaves) of a very early transcript of Britton.

Placita possessoria de advocationibus ecclesiarum, &c., followed by cases of *Quare impedit* to fo. 91 b. Then the heading *Hic incipiunt assisæ ultimæ præsentationis*, followed by cases of *Darrein presentement* and *Quare impedit*, as far as fo. 97 b.—*Mordancester*, fo. 98 to fo. 102 a. Folios 102 b. to fo. 103 b. are occupied with half a dozen cases of various kinds which seem to have accidentally escaped from their proper positions. At fo. 104 a. is the heading *Assisæ novæ disseisinæ coram Henrico Spigurnel apud Canterbyri, &c.*;—at fo. 107, *Coram R. de Hengham*;—at fo. 105 b., *Coram Howard, Crokedai et Sutton, Not.*, &c.;—at fo. 107, *Coram Adam de Crokeday, et Henrico de Sutton, Lanc.*, and *Coram Henrico Spigurnel in comitatu Norf.*: the cases of *Novel disseisin* end on 112 a. Two long cases of *Mordancester* occupy fo. 112 b. and fo. 113. At fo. 114 begins the Reports for Michaelmas Term, 31 Edw. I., printed in the present volume: they end on fo. 123 b. The next six folios (fo. 124 a. to 129 b.) are occupied with Hilary Term, 32 Edw. I.; the next six with Easter Term, 32 Edw. I.; and the remaining ten (fo. 135 to fo. 144 b.) with Trinity Term, 32 Edw. I.

B. is a small folio volume, containing 129 leaves of vellum.[1] The Cornish Iter (printed in the present volume) occupies nearly nine folios. The Reports for Michaelmas Term, 30 Edw. I., occupy three and a quarter folios. The folios have been in some cases misplaced, and many folios have evidently been abstracted at some early time. I think it probable that other cases of Michaelmas Term may be in the volume. The Reports for Michaelmas Term, 31 Edw. I., occupy

[1] This volume requires binding, and as the leaves are now much misplaced, the pagination will have to be altered.

nearly thirteen folios. Reports for Hilary, Easter, and Michaelmas Terms, 32 Edw. I., and for Hilary and Easter Terms, 33 Edw. I., are in this volume; those for the 33rd year occupy the last eleven folios. The remainder of the volume is occupied with cases arranged under different heads, in much the same way, although not with the same regularity, as in *A.* and *C.* The handwriting is of the time of Edw. II.

C. is a small folio, containing 165 leaves of vellum. The handwriting is of the time of Edward II., and is nearly uniform throughout. This volume was also the property of Feetwood, as appears from the inscription, *E libris Gulielmi Fletewode.* The autograph of *John Fletewode* also occurs. The folios to 94 are occupied with cases arranged under heads in the same manner as those in *A.*, but there are no cases of *Novel disscisin.* The Cornish Iter begins at fo. 95 a. and ends at fo. 109 b.: only the civil cases are given. The remainder of the volume is occupied with the following terms, viz., Michaelmas 31 Edward I., Michaelmas 33 Edward I., and the four terms of each of the 34th and 35th Edward I.; but they are not arranged in chronological order, and the end of Trinity Term, 35 Edward I., is placed at folio 3 b. The reports of Michaelmas Term are identical, up to a certain point, with those of the same term in *B.* Very many of the cases in this term occur in *A.*, but are reported in different words.

In these MSS., as in all other MS. Year Books which I have seen, the names of the Judges and Counsel are underlined; but these are not often written at full length. There was no settled rule of orthography; the scribe seems to have sometimes written from dictation, or to have considered that he might spell the words in any way that gave the sounds. The same word is found spelt in two or three different ways in one page, and the rules of grammar are not always attended to. The latter half of volume *B.* is the worst in this respect.

The Cornish Iter (now printed) is written in a very minute hand, and is full of contractions. I have given the text *verbatim*, extending the contracted words according to the same words at full length which sometimes, although rarely, occurred in the MS. in hand. It will be noticed that the Latin in Appendix II. is not classical.

Although the Year Books are referred to chiefly by lawyers, yet they well deserve to be consulted by the general reader for the sake of the historical information and notices of public and private persons which they contain, as well as the light which they throw on ancient manners and customs.

A glossary of unusual words will be appended to the concluding volume.

I cannot conclude these prefatory remarks without expressing my gratitude to the Honourable Society of Lincoln's Inn for their liberality in permitting me to have the unrestrained use of the two valuable MSS. containing the text of this work. This privilege has enabled me to perform my editorial duty with comfort to myself, and with greater accuracy than could have been ensured had their kind permission to use the volumes been restricted to their own library. Only those can appreciate the favour accorded to me by the Benchers who have had to contend with the labour of transcription and collation of an embarrassing MS. in a public library, even though it be as commodious as that of Lincoln's Inn.

To Mr. Serjeant Manning, who has rendered such eminent service to the profession by his translation of the unprinted Year Books of the reign of Edward III., I am deeply indebted for information which his familiar acquaintance with and mastery over the difficulties of the Year Books enabled him to impart to me.

My thanks are also due to Mr. Serjeant Spinks for the many valuable hints and suggestions which he has kindly given to me during the progress of the work. And to his name I beg to add that of Mr. Alfred Coxon, of the Middle Temple.

ALFRED J. HORWOOD.

New Court, Middle Temple,
15 March 1863.

APPENDIX TO PREFACE.

PLACITA coram Hervico de Stantoun et sociis suis Justiciariis Itinerantibus apud Cantuariam et Roffam, in comitatu Kantiæ, anno Regni regis Edwardi Sexto &c.

En lan du regne le Roi Edward fiz le Roi Edward syme, le seeme comenceaunt le dymayme en les uttaves de la Seynt Johan le Baptistre sistrent les Justices a Caunterburi, par certeyne commission la quele al comencement firent lyre en audience de toute la communalte. E puys Syre Hervy de Stantone, Chief Justice, moustra la volente le Rey e la cause de lur venue, qe fust cele, qe le Rey voleyt qe les trespassours fussent punyz solom lur deserte, e qe oel dreyt fust fait a poures e a ryches, empuraunt la communalte du counte qe il meissent cel eyde qe par lur venue bone e certeyne pees fust establie al honur du Roi, e a lur profit demeyne. E puys comaunda al Viscounte rendre son bref de la somounse del Eyre. E le Viscounte ensy fist. Le quel bref tel,—Edwardus, Dei gratia, &c., Vicecomiti Kantiæ salutem. Summone per bonos summonitores Archiepiscopos, Episcopos, Abbates, Priores, Comites, Barones, Milites, et omnes libere tenentes de comitatu tuo, et de qualibet villa quatuor legales homines et prepositum de quolibet burgo xii. legales burgenses per totam ballivam tuam, et omnes illos qui coram Justiciariis venire solent et debent, quod sint apud Cantuariam in octabis nativitatis Sancti Johannis Baptistæ proximo futuri coram dilectis et fidelibus nostris Hervico de Stantoun, Henrico Spigurnel, Johanne de Mutford, Willelmo de Ormesby, et Willelmo de Goldyngtoun, et aliis fidelibus nostris quos tunc ibidem missuri sumus, audituri et facturi præceptum nostrum. Facias etiam venire coram eisdem fidelibus nostris omnia placita coronæ nostræ quæ placitata sunt vel quæ emerserunt postquam Justiciarii itineraverunt in partibus illis, et omnia placita et omnia attachiamenta ad placita illa pertinentia, et omnes assisas et omnia placita quæ posita sunt ad primam assisam coram Justiciariis nostris, cum brevibus assisarum illarum et placitorum: ita quod assisæ illæ et placita pro defectu tui vel summonitionis tuæ non remaneant. Facias etiam clamari et sciri per totam ballivam tuam quod

omnes assisæ et omnia placita quæ fuerunt atterminata et non finita, vel quæ fuerunt summonita coram Justiciariis nostris apud Westmonasterium vel coram Justicariis qui ultimo itineraverunt in comitatu prædicto ad omnia placita vel coram Justiciariis nostris illuc missis ad assisas novæ disseisinæ capiendas vel ad gaolas deliberandas, quod tunc sint coram præfatis fidelibus nostris apud Cantuariam in eodem statu in quo remanserunt per præceptum nostrum vel Justiciariorum itinerantium vel Justiciariorum nostrorum de Banco. Summone etiam per bonos summonitores omnes illos qui Vicecomites fuerunt post ultimam itinerationem Justiciariorum in partibus illis, quod tunc sint ibidem coram præfatis fidelibus nostris cum brevibus de assisis et placitis quæ tempore suo receperunt, ad respondendum de tempore suo sicut respondere debent coram Justiciariis. Præcipimus etiam tibi quod per totam ballivam tuam, videlicet tam in civitatibus et burgis quam in villis mercatoriis et alibi, publice proclamari facias quod omnes illi qui libertates aliquas per cartas prædecessorum nostrorum Regum Angliæ vel alio modo habere clamant sint coram præfatis fidelibus nostris ad diem prædictum ad respondendum cujusmodi libertates habere clamant et quo waranto. Et tu ipse tunc sis ibi personaliter una cum ballivis et ministris tuis ad certiorandum ipsos fideles nostros super hiis et aliis negotium illud tangentibus. Præcipimus etiam tibi quod publice proclamari facias quod omnes conquerentes seu conqueri volentes, tam de ballivis et ministris nostris quibuscumque quam de ballivis et ministris aliorum et aliis quibuscumque, veniant coram præfatis fidelibus nostris ad prædictos diem et locum ad quascumque querimonias ibidem ostendendas et ad competentes emendas inde recipiendas secundum legem et consuetudinem regni nostri et juxta ordinationem per nos inde factam, et juxta tenorem statutorum nostrorum, et juxta articulos eisdem fidelibus nostris inde traditos, et prout iidem fideles nostri tibi scire facient ex parte nostra. Et habeas ibi summonitores et hoc breve. Teste, &c. E pus lu cest bref, Syre Hervy comaunda al Viscounte qe il rendisist sa verge. Et le Viscounte ensy fist. E le fist seremenler de par le Roi qe bien e loalment ferroit toutes choses qe appendissent a son office, e le consail le Roi e ses Justices celereyt, e dues execucions ferroit duraunt le Eyre, solom lur comaundement. E pus ly rebailla la verge. E de autel seremont charga ses clercs solom lur estat. E pus comaunda al Viscounte qe il lur feist aver toutz les nouns des Viscountes e Corouners ou de lur heyrs ou de lur executours qe avoient este en le dit counte pus le dereyn Eyre. E il ensynt fist. Pus furent toutz les Viscountes ou lur heirs ou lur executours

severalment demaundez, e comaundez de rendre sus lur roules, chescun de son temps. E ensynt le firent. Pus furent les Corouners demaundez en meisme la manere. E cels qy avoient lur roules les rendirent. E cels qe furent presentz e navoyent mye lur roules furent comaundez en garde de Viscounte ; e qe le Viscounte seisist lur terres e lur chatels en la meyn le Rey. E neqedent furent chargez daver lur roules lendemeyn; e les heyrs des Courouners qe ne lyvererent poynt lur roules furent comaundes en meyme la manere. E les Corouners ou lur heirs ou lur executours qe furent demaundez e ne vyndrent poynt, comaunde fust al Viscounte de prendre lur corps e de seisyr lur terres e lur tenementz en la meyn le Rey, e oster femmes e enfauntz. E des Corouners esluz par le counte qe furent mortz qe naveyent terres ne tenementz ne heyrs, fust agarde qe tout le conte fust chargez a respoundre devaunt Justices de ses fetz de tut son temps de quaunt qe appendoit a son office. Pus un gardeyn de un enfaunt deyns age qe fust leyr un Corouner allega qe les roules son pierre furent en la meyn une femme executrice son piere. E pur ceo qe ele ne fust mye presente, fust comaunde al Viscounte de seisir ses terres e ses chatels e prendre son corps, ensy qe il la eust lendemeyn de rendre les roules; mes dit fust par les Serjauntz qe cele destresce ne fust mye renablement comaundee, qar ele navoit mye jour devaunt els par la commune criee. Pus vyndrent cels qe tyndrent par baronye, e se profrirent, e prierent as Justices qe il recordassent lur presence. E le Counte de Oxone vynt e fist son attourne general par bille, e fust resceu; mes dit fust par les Justices qe ceo fust de grace. E pus les Justices fesoient quatre criees, la primere qe toutz e cels qe furent atteyntz de conspiracyes ou de meyntenementz de falses quereles en le dreyn Eyre, ou pus devaunt Syre Roger de Brabazoun e ses compaignons Justices assignez en le dit counte de Treillebaston, qe il se alloignassent hors de la ville de Canteburi a xii^{e} lues duraunt le Eyre saunz retourner sil ne fussent en plee; e adonqes qe il venissent a les Justices e se moustrassent ensynt qe il pussent meyntenaunt estre delyvrez e retourner meisme le jour; e ceo a peril qe appendoit. La secunde criee, qe nul marche ne feyre ne fust tenuz en le dit conte duraunt le Eyre, si noun en la ville de Canteburi. La tierce criee fust qe nule court ne nul conte ne fust tenuz en le dit conte duraunt le Eyre, si noun par reison de plee de terre, e ceo par bref de droit patent, ou de appels en conte. La quarte criee fust qe nul home ne fust si hardy de loer meisouns a nules gentz qe furent venuz par reison del Eyre durant le Eyre en la ville de Canterburi. Pus fust

comaunde a baillifs de fraunchises de fee e as Corouners de meismes les fraunchises, de rendre sus lur roules ou a les heirs ou a les executurs de cels qe furent mortz solom meyme le proces qe est dit devaunt des altres. E pus les Justices rebaillerent les roules a toutz Courouners ou a lur heyrs ou a lur executours solom ceo qe els furent lyverez avaunt suz le seal la Chief Justice. E pus vyndrent gentz e porterent brefs le Roy dalloer lur chartres de lur fraunchises, &c.

Le secound jour del Eyre comaunderent les Justices al Viscounte qe il eslust deux chivalers e deux serjauntz des plus avenauntz du conte. Lesquels esluz furent chargez par serement daler en la ville e sercher les tavernes du vyn par toute la ville; e sil trovassent vyn pourry, qe il feissent trere hors les tonels e de bruser les fustz. E qe il meissent assise de vyn e de toute altre manere de vitaille, ensynt qe les gentz pussent ausy renablement vyvre duraunt le Eyre pur du lur cum il poient avaunt le Eyre. E pus comaunderent al Viscounte qe il lur feist aver toutz les nouns des baillifs deyns fraunchise e de hors du conte, qe ensynt le fist. E les baillifs vyndrent, e les Justices chargerent chescun par soy qe si nul de els fust entagle de plee de couroune pus le dreyne Eyre nyent crie, qe il se ostassent de gree al peril qe appendoit. Pus chescun baillif fust severalment charge par cel serement—Ceo oiez vous Justices qe Jeo loalment ellirroi deux prodes homes de ma baillye qe myelz sachent e veolent verite dyre e fere ceo qe hom les chargera de par le Roy; e qe tels ellirroi qe ne seient appellours ne appellez ne entagles de nul ple de couroune ne de conspiracyes, ne meyntenours de falses quereles, ne de malvois barretz en conte ne en hundredz ne aillurs en le counte, mes bones gentz, e leales gentz, e nyent suspecionous: e pur rien ne lerroi qe ensynt ne ferroi; si &c. Lesquels ensynt le fyrent. E chescun de els fist un panel, e mystrent les nouns de les deux homes elluz al comencement du panel. Et nota, qe labbe de la Bataille e altres plusours clamerent le secund jour lur franchises. Et pur ceo qe il ne les clamerent le primer jour furent ajuggez del nouncleym. E pur ceo qe la fraunchise de Canterbyri fust altre foiz prise en la meyn le Rey par cause, e nyent replevye, fust comaunde al baillif de la fraunchise de rendre sa verge; qe ensynt le fist. E les Justices chargerent le Viscounte de la garde de meyme la fraunchise, &c.

Le tiers jour del Eyre les baillifs avaunt jurez furent demaundez e comaundez de fere venir les deux proudes homes par els elluz. E ensynt le fyrent. Des quels elluz cels qe vyndrent furent chargez severalment ensynt—Ceo oiez vous Justices qe Jeo loalment ellirroi xvi. proudes homes de moy

e dautres de nostre hundred qe myelx sachent e veolent dyre e fere ceo qe hom les chargera de par le Roy; e qe cels ellirroi qe ne seient appellurs ne appellez ne entaglez de plee de couroune, ne meyntenours de malvois barretz, ne de falses quereles en conte, ne en hundredz, &c., mes bones gentz e loales gentz e nyent suspecionous. E pur rien ne lerroi, &c. E pus retournerent les panels severalment chescun hundred; e cels qe ne vyndrent poynt, fust comaunde al viscounte qe il ostast femmes e enfauntz, e de seisir terres e chatels en la meyn le Roy, e qe il eust les corps lendemeyn. Dount cels qe vyndrent lendemayn avoient lur terres deliverez a lur requeste. E de cels qe ne vyndrent poynt, fust comaunde al Viscounte de respoundre de lur issues de jour en jour taunt qe venissent, nyent contre esteaunt qe lur terres e lur tenementz furent en la meyn le Roy. Pus vyndrent les deux chyvalers e les deux serjauntz avaunt elluz e jurez de asseer lassise de toute manere de vitaille, e par lur serement assistrent tote manere de vitaille en certeyn; solom quele assise fust comaunde al Viscounte a fere la criee par my la ville qe nul ne fust si hardy de vendre ne de achater encontre la dite assise sur peyne qe appendoit. Pus furent les xvi. proudes homes de chescun hundred demaundez, qy vyndrent; des quels de chescun hundred furent jurez xii. ensynt—Ceo oiez vous Justices qe jeo loalment enquerroi e loalment presenterey ceo qe hom moy chargera de par le Rey, e le counsail le Rey e ses Justices loalment celeroy; e pur rien ne lerroi, &c. E de cels qe ne vyndrent poynt fust le proces ut supra. Pus furent trestutz les chyvalers, serjauntz, seneschals de grauntz seignurs del dit conte demaundez de venir a la Barre; qy vyndrent; e les Justices les chargerent de par le Rey qe els lur certifiassent, si Englescherye soloit estre presente en le dit conte; e si ele soleyt, qil deissent coment, e en quele manere: e qe il lur feissent a saver les nouns de tutz, e cels qe furent mys en exigende en la fyn del dreyne Eyre, e les nouns de cels qe pus se rendyrent. Les quels emparlerent, e revyndrent, e respoundyrent par Edmound de Pass [Passelegh] qe les usages qe il avoient devaunt le temps Willeam le Conquerour si avoient il use tauntqore; e ceo par pees qe se prist entre lavantdit Willeam Conquerour e les gentz du conte; qe graunta a les gentz de counte qil eussent meismes les usages a les leys apres la conqueste cum il avoient avaunt. E dist qe avaunt le temps de la conqueste ounqes Englescherye ne fust presente en le conte. E sur ceo prierent a les Justices qe il alloassent lur usages qe il avoient tut temps use avaunt le temps del Conquerour e pus. En droit des altres poyntz desquels il furent chargez, il prierent jour de avisement; qe graunte lur

fust. Mes en droit de la Englescherye les Justices dysoient, Scignours, nous trovoms par record des roules del procheyn Eyre tenuz en cest conte qe Englescherye de felonye ad este presente en Eyre: e ceo par deux [de] par le piere ou par deux de par la mere. E pur ceo tut le conte a nos juggementz. E pus fust comaunde qe toutes les dysaignes venissent a la Barre; e qe tutz les altres voidassent la sale. E Syre Hervy lur moustra la cause de lur venue, cum il fist le priemer jour a tout le conte. E lur fist lyre les articles del Eyre e destyntter les. E a chescune diseigne severalment lyvera les ditz articles; e les charga de rendre lur privitez lendemayn: e quant as articles, qe il rendissent lur verdit al tiers jour, &c.—Postea placitaverunt.

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DE TERMINO SANCTI MICHAELIS, ANNO XXX°.

MICHAELMAS TERM. 30TH YEAR ED. I.

A.D. 1302. § In a writ of Ael the tenant produced the deed of the said ancestor, and prayed judgment if in opposition to the deed, &c., he (the plaintiff) could bring the action; the demandant offered to aver that his ancestor died seised, &c.; ready, &c.: the averment was received without admission or denial of the charter.

§ *Item*, in a writ of Formedon in the reverter, the tenant said that the gift was (in fee) simple, ready, &c.; the demandant that it was in tail, &c.; for (said he) see here the deed, &c., and we ask if in opposition to the deed you can be admitted to the averment. And the averment was allowed, notwithstanding the charter.

§ *Item*, where a writ was brought against the husband alone, who made default, his wife came into court and said that she was joint-feoffee, and showed the charter, &c., and prayed to be received, &c., and she was; and prayed judgment of the writ because she was not named.—HENGHAM. Because you are not party to the writ, &c. And she was not received to abate the writ, &c.: and he vouched to warranty.

DE TERMINO SANCTI MICHAELIS ANNO XXX°.

§ En un bref de ael le tenaunt mit avant le fet meym cesti ael e demaunda jugement si encontre le fet, &c., accion put aver; le demaundant voleit averer qe son ael morut seisi, &c., prest, &c.: laverement recu sanz graunter la chartre ou dedire. A.D. 1302.

§ *Item,* en bref de forme de don en le reverti, le tenaunt dit qe le don fut simple, prest, &c.: le demaundant, taille, &c., qe veez cy la fet, &c., e demaundoms si encontre le fet a le averement poez avener: e laverement agarde, nonobstante carta.

§ *Item,* la ou bref fut porte vers le baron soul, qe fit defaute; sa feme vynt en curt e dit qele fut joynt-feffe, et monstravit cartam, &c., e pria destre rescue, &c., et fuit; e demaunda jugement dil bref, qele nent nome. —Hengham.[1] Pur ceo qe vous nestes my partie al bref, &c. E nent recu de abatre le bref, &c.; e vocha a garrantye.

[1] The names of the judges are printed in small capitals, and the names of the counsel in Italics.

A.D. 1302. § *Item*, in a writ of Nuisance, to wit, "he built a "certain oven," &c., the plaintiff essoined himself after appearance, &c.—*Asseby* prayed that the essoin might be adjourned to the Eyre by statute, because this writ is pleaded by attachment and distress. – HENGHAM refused; but it was further adjourned in Banc.[1]

§ *Item*, the sheriff was fined because he returned "I "have delivered to bail" to an attachment by the body, &c.

§ In a writ of Right, &c., "because the Lady had "waived her jurisdiction therein," the tenant proposed to aver that the tenements comprised in the writ were holden of such an one and of his fee, and not of the Lady: and it was not allowed.

§ *Item*, if a man bring his writ of Admeasurement against another, by this writ all the commoners ought to be admeasured; but although they put more into the common than of right they ought, &c., they shall not forfeit their beasts, because they (the other commoners) were not parties to the writ.

§ *Item*, after the Grand Cape was returned, &c., the tenant came and waged his law, &c.; he was then essoigned by common essoign, and afterwards as being in the King's service, &c.; on the day appointed he made default, &c.; and the Petit Cape was awarded.

§ A writ of Ejectment, &c., was abated because the writ stated "with the wardship of the land and of "the heir belonging to him," whereas he might have had a valid writ stating "with the wardship of the "land of the heir,"—by Ralph de HENGHAM.

§ *Item*, in a writ of Besael, where, &c., of the seisin of one W.; descending to W.; it was said that W. was seised after the death of W., &c.; judgment of the writ. Their opponents said, Not so, ready, &c. And the others the contrary.

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[1] Here and throughout the volume the word *Banc* indicates the Court of Common Pleas.

§ *Item*, en bref de anusance, saver "levavit quendam A.D. 1302.
"furnum," &c., le pleyntif se fit essoner apres aparence, &c.—*Asseby* pria qe lassone fut ajorne en eyre par statut, qe ceo bref est plede par attachement et destresse. —HENGHA. noluit, mes fut ajorne avant en bank.

§ *Item*, le vicomte fut amercie pur ceo qil respundit "tradidi in ballivum," al attachement par corps, &c.

§ En un bref de dreyt, &c., "quod talis domina remisit "inde curiam suam," le tenaunt tendit daverer qe les tenementz contenuz en le bref furent tenuz de une tele e de son fee, et nent de la dame; nec fuit allocata.

§ *Item*, si un hom porte son bref de amesurement vers un autre, par ceti bref tous les comoners deivent estre amesurez; mes tut mettent il plus en la comune qe de dreyt, &c., la forfeture des bestez ne deit estre: ratio, pur ceo qil ne furent pas partie al bref.

§ *Item*, apres le graunt cape retorne, &c., le tenaunt vynt e gaga sa ley, &c.; e pus fut essone de comon essone, e pus de service le Rey, &c.; a qel jor il fit defaulte, &c., e fut agarde le peti cape.

§ Un bref de engettement, &c., fut abattu pur ceo qe le bref voleit "cum custodia terræ et hæredis ad ipsum "pertinente," la ou il poyt aver bon bref "cum custodia "terre heredis,"—par Rauf de HENGHAM.

§ *Item*, en un bref de besael la, &c., de la seisin un W., descente a W., fut dit qe W. fut sesi apres la mort W., &c.; jugement du bref. Prest, quod on: et alii e contra.

A.D. 1302. § *Item,* if the privy be dead, then the tenant shall be received to aver his exception of "last seised," because he cannot vouch.—Per *Kell.*

§ *Item,* an infant under age cannot vouch the record of the plea except where he is himself a party.

§ *Item,* from predecessor to successor is no degree; for the successor does not enter by succession, but by election.—Witness (the case of) the Bishop of Carlisle.

§ *Item,* where a man purchases tenements to hold to him and his wife and his son, and then alienates; after the death of the husband, the wife and son bring a writ of Entry based on the novel disseisin, and the wife makes default; she shall be severed by the judgment, and the son shall recover his moiety: after he has recovered, the wife brings the "cui in vita," and she shall recover the other moiety.

§ *Item,* a writ of Nuisance was brought against three; one of the three was dead, the writ, &c., abated; it was alleged that they had tortiously made it, wherefore they ought to answer concerning the tort. In like manner, in a writ of waste, where the writ was brought against three, one was dead, and the writ, &c., abated; this I saw in Michaelmas term in the 31st year.

§ *Item,* a charter which runs "to have and to hold of "me and of my heirs;" by that charter the feoffor and his heirs shall be bound to warranty without the clause of warranty; but where the charter says "to have and "to hold of the chief," &c., without the clause of warranty, by that charter he shall be bound to warranty during his life only: Easter term in the 30th year.

§ In every case where a man brings a writ against a termor to recover the freehold, the writ abates; except

§ *Item*, si le prive seyt mort, donqes sera le tenant recu pur averer sa excepcion de drein sesi, pur ceo qil ne put paz vocher;—par *Kell.* A.D. 1302.

§ *Item*, enfant denz age ne put my vocher record du play, si noun la ou il est memez partie.

§ *Item*, entre predecessor e successor ne fet my degre, car le successor ne entre my par succession eynz par election.—Teste le eveke de Cardeyle.

§ *Item*, la ou hom purchase tenementz a ly e a sa feme e a son fiz, e pus face alienacion; apres la mort le baron, la feme e le fiz portent un bref de entre fundu sur la novel dissesin, e la femme face defaute; ele serra severe par jugement, e le fiz recovera la meyte; apres quel recoverer la femme portera le "cui " in vita" e recovera lautre meyte.

§ *Item*, un bref de anusance fut porte vers treis; un des treis fut mort, le bref se abatesi; fut allege qil de lor tort le aveynt leve, parquei il covendreyt qil respundent de lor tort. En meme la manere, en un bref de wast, la ou le bref fut porte vers treis, lun fut mort et le bref se abati: quia hoc vidi anno xxxi° Michaelis termino.

§ *Item*, chartre qe veut "a aver e tener de moy e de "mes heyrs;" par cele chartre le feffor sera e ces heyrs lie a la garrantie sanz la clause de garrantie; mes la ou la chartre dit "a aver e tener des chefs, &c.," sanz la clause de garrantie, par cele serra soulement en sa vie tenuz a la garrantie, anno xxx° Paschæ termino.

§ En tous caz on hom porte bref vers termor a recoverer fraunc-tenement, si est le bref abatu sil ne seyt

A.D. 1302. in the case of dower; for there the termor must vouch, for he cannot abate a writ of dower: and the reason is that this writ is favoured.

§ *Item*, the case is that a person shall not be concluded by his own deed, if it be made whilst he is not of full age, of good memory, within the four seas of England, and out of prison; as in the case of a woman who enfeoffs a man of her land by charter in consideration of promised marriage.

MICHAELMAS TERM, 30° EDWARD I.

§ Sir Walter de Langton sued out the "per quæ "servitia" against Sir John Lovel, who appeared in court, and was asked by what services he claimed to hold the manor of Tydesmerche of Sir R. de Shirley, which services the said R. had granted to Walter, &c. —*Asseby.* Sir, whereas he makes John to be tenant, &c., we say that he is not tenant either in demesne or in service, and we pray judgement, &c., if he ought to attorn to him (Walter).—*Warr.* He was tenant on the day when the grant was made, &c.; ready, &c.— *Asseby.* The tenements are in the seisin of J., the son of J. Lovel, and we do not understand that we ought to attorn in respect of any other tenement; moreover, we can not charge another's tenement, and if we were to attorn, that would be to charge, &c.; judgment, &c.—HENGHAM. Were you tenant, &c., on the day when the grant was made? (and he was ordered by the Court to answer on that head.)—*Asseby.* Sir, we cannot deny that we were tenant, &c., on the day, &c., and we tell you that Sir R. who made this grant was never seised of the homage of Sir John, or of any service whatever, and he could not grant any thing except that of which he was seised; judgment if by reason of that recovery, &c., we ought to attorn.—

en caz de doer, car la covent le termor vocher, car il ne poet bref de doer abatre: et hæc est ratio quia est tam favorabilis. A.D. 1302.

§ *Item*, qe le caz est qe hom ne serra my forbarre par son fet demeyn, le qel est fet tant com il [1] est de pleyn age, de bone memorie, denz les katre mers de Engeltere, hors de prisoun, solom en caz ou une femme ad feffe nul hom de sa tere par chartre. "causa matri-" "monii prælocuti."

DE TERMINO SANCTI MICHAELIS ANNO XXX°.

§ Sire Watier de Langetone suyt le "per quæ ser-" "vitia" vers sire Jon Lovel, qe vynt en curt, e demaunde ly fut par queiz services il clama tener le maner de Tydesmerche de sire R. de Shirlei, les queiz services R. avoyt graunte a Watier, &c.—*Asseby.* Sire, la ou il suppose qe Jon seyt tenaunt, &c., nous dioms qil nest tenaunt, ne en demene ne en service, et demaundoms jugement, si a ly deyve atourner.—*Warr.* Le jor de la conuzance fet, tenaunt, &c., prest, &c.—*Asseby.* Les tenementz sont en la seisine J. le fiz J. Lovel, e nentendoms mye qe pur autre tenement devoms atorner; estre ceo, nous ne povoms autri tenement charger, mes si nous dussoms atorner, ceo sereyt a charger, &c., jugement, &c.—HENGHAM. Futes vous tenaunt, &c., le jor de la conuzance fete? E fut chace par agarde a respoundre a ceo la, &c.—*Asseby.* Sire, nous ne povoms dedire qe nous ne fums tenaunt, &c. le jor, &c., e vous dioms qe sire R. qe ad fet ceste conusance ne fut unqes seisi dil homage sire J. ne de nul manere de service, e il ne poet autre ren graunter fors ceo dont il ad este seisi; jugement si par cel recoverye, &c.

[1] A negative is clearly wanted here.

A.D. 1302. HENGHAM. Do you hold of him, or no? to this you ought to reply; for if Sir J. committed felony, Sir R. would have the escheat although he was not seised of the service, &c.—*Asseby.* If he brought his writ "de "custumis," &c., then it would be proper (*to answer*) as to the tenancy, &c.; but he was never seised, ready, &c., as above.—*Herle.* I show you that you ought to answer to the tenancy, &c., for if we should take to the averment which you tender, and your answer were found by the inquest, &c., we should still not get to an issue on the pleading, and then there would be no enquiry afterwards of the tenancy; therefore, &c.—HENGHAM. We shall be in the same situation as we should be in a writ "de custumis, &c.;" therefore answer to the tenancy, &c.—And then he (*Asseby*) admitted that he held of the ancestors of Sir R. by homage and fealty, and by the service of two knights' fees, which James granted the said services to Gilbert de Clare, Earl of Gloucester, by reason of which grant &c. J. attorned, and we pray judgment, &c.—*Warr.* Do you intend this as a reply?—*Asseby* would not rely on that, but said that if Sir John attorned to Walter, great hardship would ensue, for this one who is enfeoffed to hold of the chief lord of the fee has perchance done homage to the chief lord, &c., and if now Sir J. should do homage to Walter, there would be two homages done in respect of one tenancy.—*Herle.* And if he likes to do homage to twenty persons, who shall deny him?—HENGHAM. Do you hold of him, or no?—*Asseby.* As before.—HENGHAM adjudged that he should attorn for homage and fealty, and that Sir Walter should be bound to warranty and acquittance in the same manner as Sir Rauf was, &c.; and Sir John accordingly attorned for the homage, &c.

§ The abbot of our Lady of York complains that the abbot of Saint Agatha wrongfully seized his horses and his cart in a certain place, &c.—*Scrob.* avowed

devoms atorner.—HENGHAM. Tenez vous de ly ou noun? A.D. 1302.
qar a ceo covent respoundre; qe si sire J. feyt felonie, sire R. avereyt leschete, tut ne fut il seisi de service, &c.—*Asseby.* Sil portat son bref de custume, &c., la covendreit a la tenaunce, &c., mes qil ne fut unqes seisi, prest, &c., ut supra.—*Herle.* Jeo vous mostre qe vous devez respoundre a la tenaunce, &c., qar si nous prissoms a cel averement qe vous tendez, e vostre respouns trove par enqueste, &c., unqore ne serrioms a nul issue de play, et donk nenquerreyt hom pus de la tenaunce, parquei, &c.—HENGHAM. Nous seroms en meyme le cas com nous fussoms en un bref de custume, &c. par quei responez a la tenaunce, &c. E pus graunta qil tynt des auncestres sir R. par homage e feute e par les services de deux fees de chivaler, lequel James graunta les services avandiz a G. de Clare, conte de Gloucestre, par quel graunt J. se atorna et demaundoms jugement, &c.—*Warr.* Volez ceo pur respouns?—*Asseby* ne voleyt demorer par la, mes dit qe si sire J. se atornat a Watier, graunt duresse ensuyereit, qe cesti qe est feffe a tener du chef seignour de fee, si ad par cas fet homage a chef seygnour, &c.; e si sire J. fet le homage ore a Watier issi sereynt deuz homage fets pur une tenaunce, &c.—*Herle.* E sil voyle fere homage a vint, qi ly deneyra, &c.?—HENGHAM. Tenez vous de ly ou non?—*Asseby,* ut prius.—HENGHAM agarda qil se atornast de son homage e de sa feute, e qe sire Watier fut oblige tant avant a la garantie e a laquitance com sir Rauf fut, &c.; e sire Jon se atorna de son homage, &c.

§ Lable de nostre Dame de Ebor. se pleynt qe labbe Replevin.
de Seynt Agaz atort prist ces chivaus e sa charette en certeyn lu, &c.—*Scrob.* avowa la prise, &c., par la re-

A.D. 1302. the taking, &c., by reason that the abbot of Saint Agatha is lord of the town, &c., to which town the wood called C., &c., and by reason that he went, &c., and cut the trees, and was about to carry them to one of his cells called, &c., outside the bar; and so he seized them as he had a right to do.—*Warr.* Whereas he says that he is lord, &c., we tell you that we are lord of two parts of the town, and that we hold this wood in undivided shares; judgment if by reason of this cutting you can avow.—*Scrob.* We have given you two ways of pleading, one by claiming the soil, the other by claiming a profit out of the soil.—*Warr.* We hold an undivided share of the wood; ready, &c.—*Scrob.* The wood is ours, ready, &c. And the others averred the contrary.

§ One Alan de C. brought his writ of Entry on disseisin against Walter le Chamberleyn, "into which he "had no right of entry except through W. le Cham- "berleyn, to whom Margaret leased it, who of this "tortiously, &c., disseised the said Aleyn, &c."—*Asseby.* Margaret was the mother of this Aleyn, whose heir, &c., and was seised of these tenements, and out of her seisin enfeoffed W. as above, and bound herself, &c.; and if we, &c.; and we pray judgment if in opposition to the deed, &c.—*Willeby.* We found our title on our own seisin, and the tort committed on us, and we pray judgment if any deed ought to bar us, &c., except it were our own deed; for if a fine, which is a more solemn proceeding than a mere charter, be levied between a disseisor and the tenant, that would never bar the disseisee of an assise for the first tort unpunished, &c.; and we pray judgment, &c.—*Asseby.* Is it the deed of your ancestor or no?—*Willeby.* I am not obliged to answer that.—HENGHAM. It is proper that you should answer as to the deed.—*Willeby.* It was not his deed, &c., ready, &c.

soun qe labbe de Seynt Agaz est seygnour de la vile, &c., a quele vile ceo boys qest apelle C., &c., e pur ceo qil ala, &c., e copa les arbres e les voleit aver carie jeke a un de ces celles qe est apelle, &c., hors de la barre; e issint les prist il com ly lut.—*Warr.* La ou il dit qil est seygnour, &c., nous vous dioms qe nous sums seygnour de deus parties de la vile, e qe nous tenoms cel boys pro indiviso; jugement si pur cel coper poez avowerie fere.—*Scrob.* Nous vous avomz done deus veyez a pleder, ou a clamer en le soyl, ou un profit aver en soyl.—*Warr.* Nous tenoms cel boys pro indiviso, prest, &c.—*Scrob.* Que le boys est le nostre, prest, &c., e les autres e contra. A.D. 1302.

§ Un Alan de C. porta son bref dentre sur la disseisine vers Watier le Chamberleyn en le queuz il nad entre si non par W. le Chamberleyn, a qy Margarete le lessa, qe de ceo atort, &c., disseisi lavandit Aleyn, &c.—*Asseby.* Margerete fut mere cest Aleyn qi heyr &c.; e fut seisi de ceus tenements, e hors de sa seisine enfeffa W., ut supra, e obliga li, &c., e si nous, &c., e demaundoms jugement si encontre le fet, &c.—*Willeby.* Nous prenoms nostre title de nostre seisine demeyne, e le tort fet a nous meymes, e demaundoms jugement si nuly fet nous deyt barrer, &c., si ceo ne fut nostre fet demeyn; kar si fyn qe est plus solempne chose qe chartre se ut leve parentre disseisour e tenaunt, ceo ne barreyt mye le disseisi del assise pur le primes tort depuny, &c., e demaundoms jugement, &c.—*Asseby.* Est ceo le fet vostre auncestre ou non?—*Willeby.* A ceo nay jeo my mester a respoundre.—HENGHAM. Il covent qe vous responez au fet.—*Willeby.* Nent son fet, &c., prest, &c. Entre sur la disseisine.

A.D. 1302. § One Thomas brought his writ of "formedon en le "descender," and the writ ran thus, "Command B., "&c., that he yield up to T., &c., so much land which "such an one gave to B. and F. his wife and the "heirs of the body of the said F., and which after "the deaths of B. and F. to Thomas their son and "heir ought to descend by the limitation aforesaid;" and then he counted according to his writ, &c.—*Passelegh* said, He has counted that the limitation was to the heirs of F. only; and then towards the end of his count he said that "after the deaths of B. "and F., &c." and so he supposes that the limitation was to the heirs of both, wherefore his count is self-variant; judgment on the variance. So he (*Thomas*) saw well that the writ must abate; and he prayed leave to sue out a better writ, and obtained leave.

§ Showeth to you J., &c., that W., &c., tortiously, &c.: and tortiously for this, that it is his right, by reason that one Richard was seised of these tenements, who out of his seisin gave the same tenements to one R. grandfather of this said J. (whose heir he is), and to the heirs of his body, &c.; which R. was seised in his demesne as of fee and of right according to the terms of the gift, in time, &c., in the time of King Henry, &c., and took the esplees, &c., as of fee and of right according to the said gift; from R. the right descended, as it ought to descend pursuant to the limitation aforesaid, to T. as son and heir; from T. it descended, pursuant to the said limitation, to J. the present demandant as son and heir, and which (tenements) after the deaths of R., and T. son and heir of R., to J. son and heir of T. ought to descend pursuant to the limitation aforesaid, if he, &c.—*Warr.* This is a writ which is given in lieu of a writ of Mordancestre, and should be brought in respect of him last seised, and we tell you that after the death of R., Thomas

§ Un Thomas porta son bref de forme de doun en le descender, e fut le bref tiel; comandez a B., &c., qil rend a T., &c., tant de tere lez queuz un tel dona a B. e F. sa femme e a les heirs meyme cesti F. de son corps issanz, e les queuz apres la mort B. e F. a Thomas fiz e heir les avandiz deyve descender par la forme avandite; e pus conta acordant a son bref, &c. —*Passelegh* dit, qil ad conte qe la forme ne se tallya meske a les heirs F., e pus en le perclos de son conte dit, qe apres la mort B. e F., &c., e par tant suppose la forme tailler a les heirs de euz deuz, e issi son conte variant en ly meme; jugement de la variance; par quei il vit ben qe son bref dut estre abatu, e pria conge de querer meliour; et habuit. A.D. 1302. Forma donationis en le descender.

§ Ceo vous mostre J. &c., qe W. &c., atort &c., e pur ceo atort, qe ceo est son dreyt, par la resoun qe un Richard de ceus tenementz fut seisi, qe hors de sa seisine dona meymes les tenementz a un R. ael cesti J. qi heir il est, e a ces heirs de son cors, &c., le quel R. fut seisi en son demesne com de fee e de dreyt solom la forme avandite, en tens &c., en tens le rey Henry, &c., les esplez prist, &c., com de fee e de dreyt solom la forme avandite; de R. descendit le dreyt e devoyt descendre solom la forme avandite a T. com a fiz e heir, de T. descendit, &c., solom la forme avandite a J. qe ore demaunde com a fiz e heir, e les queuz apres la mort R. e T. fiz e heir R., a J. fiz e heir T. deyvent descender par la forme avandite, sil, &c. —*Warr.* Ceo est un bref qest done en lu de mordancestre, e veut estre porte dil drein seisi, e vous dioms, qe apres la mort R., Thomas entra, &c., e fut Forma donationis en le descender.

A.D. 1302. entered, &c., and was seised; judgment of the writ.—*Passelegh.* In this writ we must take our title from him to whom the gift was made. (And the writ was held good, for if he had taken his title from T. the writ would have been abated.) — *Warr.* Thomas entered after the death of his father as &c., and aliened before the statute.—*Passelegh.* After the statute; ready, &c. And so to a jury.

§ Simon le Taillor brought his Replevin against Robert de Rideswelle for his beasts taken tortiously, &c.—*Passelegh* avowed the taking, &c., by reason that he was Lord of the town of C. and the agistment of the common and the profits of impoundings belong to him, and neither the said Simon nor any other tenant of the town ought to have common except for beasts of their own nurture; and so he avowed, &c.—*Malb.* said that he held these tenements for the term of his life, the inheritance belonging to one J., &c., and he prayed aid of him, and obtained it. The aid came by attorney, and joined, &c.—*Asseby.* J. is prayed in aid, and he who is prayed in aid cannot make an attorney before he has joined &c., wherefore we do not think &c.—BEREFORD adjudged that he could.—*Malb.* Sir, he has avowed by reason that he is lord &c.; now we tell you that the seignory is in three persons, he holds one part, another part is in one Malet, and the third is in Mandevyle, and we are of Mandevyle's fee, and his neighbour, and he makes this avowry as sole lord, whereas he is only lord of a third part; judgment of the avowry.—*Passelegh.* We have said that the seignory belongs to and has been enjoyed by us as sole lord, &c.; ready, &c.—*Tilton.* You say that this seignory is yours &c., because you are lord &c., this is for the decision of the Justices; and whereas you say that you have used &c., that is a matter for the jury, &c., and raises divers issues; wherefore &c.,

seisi; jugement du bref.—*Passelegh.* En cesti bref covent prendre nostre title de cely a ky le doun se fit. E fut agarde bon; car sil ut pris son title de T. le bref ut este abatu.—*Warr.* Thomas entra apres la mort R. son pere com, &c., e aliena avant statut.[1]—*Passelegh.* Pus statut, prest, &c. Et sic ad patriam. A.D. 1302.

§ Simon le Taillor porta son replevin vers Robert de Riderwelle de ces avers atort pris, &c.—*Passelegh* avowa la prise, &c., par la reson qil est seygnour de la vile de C., e lagistement de la comune e le proufit des enparkemenz apend a luy, ou le avandit S., ne nul tenant de la vile ne deyt comune aver forqe a ces bestes de sa propre noriture, si avowa, &c.—*Malb.* dit qil tynt ces tenementz a terme de sa vye del heritage un J., &c.; e pria eyde de luy; et habuit. Le eyde vynt par aturne, e se joynt. &c.—*Asseby.* J. est prie en eyde, e cely qe est prie en eyde ne poet fere aturne avant qil se eyt joynt, &c., par quei nentendoms my, &c.—BEREFORD agarda qe y.—*Malb.* Sire, il ad fet ceste avowerie pur ceo qil est seygnour, &c.; la vous dioms qe la seygnourie est en treys; il tynt la une partie, e lautre partie est al Malet, e la terce est a Mandevyle, e nous sums del fee Mandevile e son veysin, e il fet ceste avowerie com soul seygnour la ou il nest seygnour forqe de la terce partie; jugement de lavowerie.—*Passelegh.* Nous avoms dit qe la seygnourie a nous apent, &c., e use com soul seygnour, &c., prest, &c. —*Tilton.* Vous dites qe cel seygnourie a vous, &c., pur ceo qe vous estes seygnour, &c.; ceo chet en destroit des justices: e la ou vous dites qe vous avez use, &c., ceo chet en pays, &c., e si demaunde divers issuez; parquei, Replevin.

[1] 13 Ed. I. c. 1. De donis.

A.D. 1302. on which you rely.—*Passelegh.* The place where the chattels were taken is a waste, and the approvement of the waste belongs to us, and so it was in our soil, ready, &c. And he was forced to reply as to the seignory;—and he said that he was sole lord of the Vill, ready, &c.

§The Abbot of Cirencester distrained on one Thomas of Matyshale in the town of Cirencester; Thomas came into court and . . . . . and commenced suing the abbot. The bailiff of the sheriff came and wished to liberate Thomas's beasts, and could not, because Cirencester is of the King's ancient demesne, and not gildable to the County Court, &c.; wherefore the County Court awarded a distress on the Abbot: afterwards Thomas brought replevin, &c., and sought delivery . . . . . wherefore he sued out the Replevin "sicut alias vel "causam nobis significetis;" and to this writ the sheriff returned "that he had commanded the bailiffs "of the liberty of the Abbot of Cirencester that they "should do nothing;" wherefore the "omit not by "reason of the franchise" was sued out, &c., and the sheriff by virtue of this writ entered the franchise and made deliverance, and attached the Abbot, &c.; and then the Abbot caused the proceedings to be removed into Banc by Pone, and the case ran thus, "that the "said Abbot asserts that he took the said beasts in a "portion of the appurtenances of his manor of Ciren-"cester, which is of the ancient demesne of the "Crown of England, for customary, &c. to him due." Thomas and the Abbot came into Court.—*Asseby* counted, &c.—*Herle.* Cirencester where the seizure was made is of the ancient demesne, &c., where no writ runs, &c., except, &c., and this Thomas is tenant in ancient demesne, &c., and we do not understand that in this court or elsewhere at common law he ought to

&c., a quei vous volez tener.—*Passelegh.* Le leu ou les avers furent pris est une Wastyn, e lenpruement dil Wast apend a nous, e issi en nostre soyl, prest, &c. E fut chace a respoundre a la seygnourie, e dit qil fut soul seygnour de la vile, prest, &c. A.D. 1302.

§ Labbe de Cyrecestre si fit une destresse sur un Thomas de Matyshale en la vile de Cirescestre; Thomas vynt e voleyt[1] . . . . . de Gloucestre e se attacha de suer vers labbe, &c. Vynt le baillif le vicomte e voleyt fere la deliveraunce des bestes Thomas, e ne poyt, pur ceo qe Cyrencestre est des aunciens demeynes le rey e ne mye gildable au conte, &c., parquei fut agarde par le conte une destresse sur labbe: pus apres Thomas porta le replevin, &c., e voleit la deliverance[2] . . . . . parquei suyt le replevin, "sicut alias, vel causam nobis significetis"; e a cesti bref le vicomte respoundist "quod "mandavit ballivis libertatis abbatis de Cyrencestre "quod nil fecerint," &c., par quei le "non omittas prop- "ter libertatem" fut suy, &c.; e le vicomte par ceo bref entra la fraunchise, e fit la deliveraunce, e attacha labbe, &c., e pus labbe fit remuer la paroule en banc par un Pone, e la cause fut tel, "quod prædictus abbas "asserit se cepisse prædicta averia in parte pertinentium "manerii sui de Cyrencestre, quod est de antiquo domi- "nico coronæ Anglie, pro consuetis, &c., sibi debitis," &c. E Thomas e labbe vyndrent en curt.—*Asseby* conta, &c.—*Herle.* Cyrencestre, ou la prise fut fete si est des auncienes demesnez, &c., ou nul bref ne curt, &c., nisi, &c., e cesti Thomas est tenaunt des auncienes demesnez, &c., e nentendoms my qe en ceste curt ne aillors a la

[1] A line in the MS. has here been entirely erased.

[2] Two or three words in the MS. have here been erased.

A.D. 1302. be answered.—*Asseby.* The proceedings were removed here at his own suit, &c., and the plea is attached to this court, &c., and we pray judgment, &c.—*Warr.* The place where the seizure was made is holden of the Abbot, &c., and is of the ancient demesnes, &c., and he is tenant in ancient demesne, &c., and this he cannot deny, &c., and we pray judgment, &c.—BEREFORD. He tells you that out of the ancient demesnes you ought not to be answered on this writ, nor on any other, except where you are distrained for services which you do not owe, as for that there is a certain writ in regular form, &c.—*Asseby.* You formerly sued for a return of the chattels in this court on the plea, &c., and so this court is seised, &c., and we pray judgment, &c.—*Warr.* That was by your nonsuit, &c., for at first you did not come into court, wherefore we were able to challenge this proceeding, &c.—BEREFORD. Reply to his statement that you are of the King's ancient demesnes, within which, &c., the seizure was made, &c.—*Asseby.* We cannot deny that Cirencester where the seizure was made is of the ancient demesnes, &c., but we tell you that we hold the tenements where the seizure was made of the Abbot by the service of xxviii. *d.* by the year in lieu of all services.—*Warr.* How do you prove it?—*Asseby.* Ready.—*Warr.* Since you have admitted that Cirencester is of the ancient demesnes, &c., and that you are tenant, &c., and do not show that these tenements have been enfranchised, &c., we pray judgment, &c.—BEREFORD (to *Asseby*). Have you any deed to evidence what you have alleged, &c.—*Asseby.* Ready, &c.—BEREFORD. Since, &c. (as above in the reply), the court adjudges that the Abbot goes quit without day, and that you, &c., by your writ, but are in mercy, &c.—*Warr.* We pray the return.—BEREFORD. You shall not have it from us, but when you get to the inn, do to your archvilein what you please, &c.

comune ley deyve estre respondu.—*Asseby.* La parole remue ceynz a sa sute demene, e le ple atame ceynz, &c., e demaundoms jugement, &c.—*Warr.* Le lu ou la prise fut fete est tenu dil abbe, &c., e est des auncienes demesnez, &c., e il tenaunt des auncienes demesnez, &c., e il ne put ceo dedire, &c., e demaundoms jugement, &c.—BEREFORD. Il vous dit qe hors des auncienes demesnez ne devez estre respondu a cesti bref, ne a nul autre, si noun la ou vous estes destreigne pur autres services qe fere ne devez, qe par la ad il certeyn bref ordine, &c.—*Asseby.* Autrefeez avez suy retorn des avers en ceste curt a mesme cel ple, &c., e issi ceste curt seisi, &c., e demaundoms jugement, &c. *Warr.* Ceo fut par vostre nonsute, &c., qe avant ore ne venistes en curt, par quei nous purreyms ceste choce chalanger, &c.—BEREFORD. Responez a ceo qil vous dit, qe vous estes des auncienes demesnez le Rey, e denz queux, &c., la prise fut fete, &c.—*Asseby.* Nous ne povoms dedire qe Cyrencestre ou la prise fut fete nest des auncienes demesnez, &c., mes nous vous dioms qe nous tenoms les tenementz ou la prise fut fete dil abbe par les services de xxviii. deniers par an pur tous services. *Warr.* Quei avez de ceo.—*Asseby.* Prest.—*Warr.* Depus qe vous avez conu qe Cyrencestre est des auncienes demesnez, &c., e qe vous estes tenaunt, &c., e ren ne mostrez qe ces tenementz seyont enfraunchez, &c., demaundoms jugement, &c.—BEREFORD (a Asseby). Avez nul especialte qe temoyne vostre dit, &c.?—*Asseby.* Prest, &c.—BEREFORD. Depus qe, &c., ut supra in responsione, si agard la curt qe labbe ayle quitez sanz jour, e qe vous, &c., par vostre bref, eynz seez en la mercy, &c.—*Warr.* Nous prioms retourn.—BEREFORD. Vous naverez poynt par nous, mes quant vous vendrez a loustel, fetes de vostre archevileyn ceo qe vous vodrez, &c. A.D. 1302.

A.D. 1302. § Showeth to you, J. de Rutton, that Henry le Forbizor, &c. tortiously does not stop up according to the customs of the town of Lodelowe, three windows and two doors, which are opened to the annoyance of his freehold in the said town; and tortiously for this, that whereas their houses adjoin each other, the windows and doors are opened in the house of H., so that by the doors he can go into the house of the aforesaid John, and through the windows he can see his domestic affairs, whereby a nuisance, &c.; he has often been to Henry and prayed him that he would stop up the aforesaid windows and doors, but he tortiously would not stop them up, &c.: and if he will, &c.—*Henry* defended, &c., and denied, &c. The writ ran thus, "We command you that you cause Henry "le Forbizor justly, &c. and according to the custom of "the town of Lodelowe, to stop up his three windows "and two doors in Lodelowe, which have been made to "the nuisance of the freehold of J. de Rutton in the "same, &c., as to show, &c., that he ought to stop them "up, so that no further, &c.;" and it was removed by Pone.—*Tilton.* This is a writ of trespass, and the writ ought to lay the tort in a particular person, as for instance, that they were made by us or by our ancestors, and this you have not done, &c., and we pray judgment, &c.—*Middelton.* We cannot have any other writ in this case, for we are purchasers, and you also, wherefore, &c.—*Tilton.* Supposing it were so, you could have named a particular person in your writ, by whom the windows and doors were made, &c.—HENGHAM. Nuisance cannnot be committed except by a particular person; and because you have not specified the particular person by whom the nuisance was committed, therefore the court adjudges that you take nothing by your writ.

§ William le Latymer the elder brought his "quare

§ Ceo vous moustre J. de Rutton, &c., qe Henry le Forbizor, &c., atort ne fet estoper solom les usages de la vile de Lodelowe, treis fenestres e deus hus qe sont aperillez a nusance a son fraunk tenement en meisme la vile, e pur ceo atort, qe la ou lour mesonz sont joygnanz ensemble, la sont les fenestres e hus aperillez sur la meson H. issi qe par les hus put il issir en la meson lavandit Jon, e par my ces fenestres put il ver cez privetez, e issi nusance, &c; dont sovent ad venu pus a luy, e luy ad prie qil estopat les fenestres e les hus avandiz, e il estoper ne voleyt atort, &c; e sil veut, &c.—*Henri* defendi, &c., e dedit, &c.: le bref fut tel: "Præcipimus tibi quod justicias H. le Forbizor quod "juste, &c., et secundum consuetudinem ville de Lode- "lowe obstruat tres fenestras suas et duo hostia sua in "Lodelowe, quæ constructa sunt ad nocumentum liberi "tenementi J. de Rutton in eadem, &c., sicut mon- "strare, &c., quod ea obstruere debeat, ne amplius, &c.;" e par le Pone remue.—*Tilton.* Ceo est un bref de trespas qe deyt assigner le tort en le bref en acuny persone, com a dire "per nos constructa," ou par nos ancestres, e ceo navet, &c., e demaundoms jugement, &c.—*Middelton.* Nous ne povoms autre bref aver en le cas qe nous sums purchasor e vous ensy, par quei, &c.—*Tilton.* Tut fut il issi, vous purryez aver certeyn persone en vostre bref par ky les fenestres e les hus furent levez, &c. —Hengham. Anusance ne put estre fet sanz certeyn persone, e pur ceo qe vous navez pas assigne certeyn persone par ky la nusance dut estre fet, si agarde, &c., qe vous ne prenez, &c., par vostre bref. A.D. 1302. Anusance.

§ Willame le Latymer leyne porta son "quare impedit" Quare impedit.

A.D. 1302. " impedit " against the Prior of the Hospital of St. John of Jerusalem in England, &c., and said that tortiously he hinders him, &c., from presenting, &c., a fit, &c., to the church of E., which is void, and is in his gift; and tortiously for this, that to him, &c., by reason that one Mabille T. was seised of the manor of E., with the appurtenances, to which manor the advowson is, &c., in time, &c., in time, &c., of Henry, &c., which Mabille in her time presented her clerk, J. de B. by name, who, &c., in the time of the said King; and by whose death the church is now void: from Mabille the right to the aforesaid manor, together with the advowson descended to one Iserne, as daughter and heir; from Iserne descended, &c., to J. as son and heir; which J. gave the manor, together with, &c., to Walter de Fancurt, which Walter by this gift was seised with the manor together with, &c.; which Walter enfeoffed the present William le Latymer of the manor, together with, &c., and so it pertains to him to present, from doing which the Prior hinders him tortiously, and to his damage, &c.—*Malb.* Whereas you say that Mabille was seised of the manor, &c., you thereby suppose that the advowson was apppendant to the manor; and then you say that from Mabille the right to the manor, together with the advowson, descended to Iserne, &c.; giving to understand by that word "together" that she was seised of the advowson as an advowson in gross severed from the manor; and we pray judgment if to that count, which is not coherent, any reply ought to be given. —*Warwick* (on the same side). You take your title from the gift by Walter, who was a stranger purchaser, as you yourself are, and you have said that he was seised of the manor, together with, &c., supposing by that word "together" that he was seised of the advowson as an advowson in gross severed from the manor, and you have nowhere said that Walter presented; and

vers le priour dil Hospital de Seynt Jehan de Jerusalem in Anglia, &c., e dit qe atort ly desturbe, &c., presenter, &c., covenable, &c., al eglise de E. qe voyde est, e a sa donesoun apent; e pur ceo atort qe a luy, &c., par la resom qe une Mabille T. fut seisi dil maner de E., cum pertinentiis, a qel maner lavoweson est, &c., en tens, &c., en tens, &c., Henry, &c., quele Mabille en son tens presenta un son clerk, J. de B. par noun, qe, &c., en tens le rey avandit, e par ky mort la eglise est ore voyde: de Mabille decend le dreyt du maner avantdit ensemblement ove lavoweson a une Iserne com a file e heir: de Iserne decend, &c., a J. com a fiz e heir; lequel J. dona le maner ensemblement, &c., a Wautier de Fancurt, le quel Wautier par ceo doun fut seisi du maner ensemblement, &c., lequel Watier enfeffa du maner ensemblement, &c., Willame le Latymer qe ore est, e issi apent a luy a presenter, dont le priour desturbe, a tort e ces damages, &c.—*Malb.* Par la ou vous dites qe Mabile fut seisie du maner, &c., par tant supposez vous qe lavoweson fut apendant au maner, e pus vous dites qe de Mabile descendi le dreyt du maner ensemblement ove lavoweson a Iserne, &c.; vous supposez par cele parole "ensemblement" qil fut seisi dil avoueson com de un gros severe du maner, e demaundoms jugement si a tel conte qe ne se persut poynt, deyve estre respouns.—*Warr.* (ad idem). Vous prenez vostre title du don Wautier, qe fut estraunge purchasor com vous estes meymes, e avez dit qil fut seisi dil maner similiter, &c., en supposant par cele parole "ensemblement" qil fut seisi dil avoweson com de un gros severe du maner, e navez mye dit qe Watier A.D. 1302.

A.D. 1302. we pray judgment of this count.—BEREFORD. Since he has, in the first place, while speaking of the seisin of Mabille, made the advowson appendant to the manor, although he afterwards says that the right to the manor together with the advowson descended to Iserne, and the advowson by those words is not made appendant to the manor, &c.—*Warwick.* He ought to follow the terms of his count.—HENGHAM. Since he has made the advowson appendant to the manor, we hold it all one to say that "the right to the manor together with "the advowson, &c.," and "the right to the manor to "which the advowson, &c." And this reply was directed only to Nicholas de Warwick, because, although Walter, from whom he takes his title, was a stranger purchaser of the advowson, it was not proper in counting to say that he presented there where he was seised of the manor to which the advowson is appendant.—*Warwick.* Whereas you say that Mabille presented John de B., her clerk, by whose death, &c., we tell you that Robert de Vere, our predecessor, presented this same John, who, &c., ready, &c., by the assize; and W., his predecessor, before that presented one R., &c., who, &c.—*Stall.* John was presented by Mabille, and instituted, &c., as we have said, ready, &c., by the inquest, as is proper for our "quare impedit." And forasmuch as the Prior brought his writ of "darrein "presentment" against Sir William, and his answer to the "quare impedit" was his "last presentation," therefore without further pleading the last presentation the Prior offered to aver his reply by the assize; and an assize was prayed, and failed for want of jurors; wherefore Sir William prayed that he might have an inquest according to the nature of his plea.—HENGHAM. Sue out a writ to bring an inquest, and you, Prior, to bring a better assize.

§ Nota, where a "Mordancester" was brought in the county of Middlesex, of tenements in the same county,

presenta, e demaundoms jugement de ceo conte.— A.D. 1302.
BEREFORD. De pus quil ad primes en la seisine Mabile fet lavoueson apendaunt a maner, tut die il pus qe le dreyt du maner ensemblement ove lavoueson descendi a Iserne, e lavoueson par tant nest apendant al maner, &c.—*Warr.* Hom deyt persuer son conte.—HENGHAM. Depus qil ad fet lavoueson apendant au maner, nous tenoms tut un qe le dreyt du maner ensemblement ove lavoueson, &c., e le dreyt du maner a qi lavoueson, &c. Et hoc respondit tantum N. de W., pur ceo qe tut fut Watier de ky il prent son title estraunge purchasour dil avoueson, ne covent pas enconte contant dire qil presenta, par la ou il fut seisi dil maner a quei lavoueson est apendaunt.—*Warr.* Par la ou vous dites qe Mabile presenta Jon de B. son clerk, par qi mort, &c., nous vous dioms qe Robert de Ver nostre predecessour presenta meme cesti J. qe, &c., prest, &c., par lassise, e W. son predecessour presenta avant un R., qe, &c.—*Stall.* Jon presente par Mabile e institut, &c., com nous avoms dit, prest, &c., par enqueste com afert a nostre "quare "impedit." E pur ceo qe le prior porta son dreyn presentment ver sir Willame, e son respouns al "quare "impedit" fut son dreyn presentement, pur ceo sanz plus pleder le dreyn presentement, le prior tendi de averer son respouns par lassise ; e lassise fut demaunde e failly pur defaute de jurors, dont sire W. pria qil purra fere venir enqueste solom la nature de son ple.—HENGHAM. Suez vous bref de fere venir enquest, e vous prior fere venir melior assise.

§ Nota, qe par la ou le mordancestre fut porte en le conte de Middelsexe de tenementis in eodem comitatu Mordancestre.

A.D. 1302. before the justices assigned, and it was found by the assize that the ancestor died seised, &c., but the assize said that they could not say if the demandant was the next heir or no, because he was born in the county of Surrey, &c.; wherefore the justices assigned sent the record into Banc; and forasmuch as the assize said that he was born in the county of Surrey, &c., an inquest from the county of Surrey was awarded, which being had before Sir Ralph de Hengham, in the same county, said that the demandant was the nearest heir, &c., but that of the damages they could not say, inasmuch as the tenements were in the county of Middlesex; and he had a day in Banc, on which day judgment was given that he should recover his seisin, &c., and that he should sue out a writ to the sheriff to enquire of the damages, &c.

§ One A. brought his writ of Warranty of Charter against a man and his wife, and counted how that he was impleaded by a writ of novel disseisin, &c., before W. Inge, &c., the justices assigned in the said county, and he was on the point of losing, &c., and that he had often requested them to warrant, &c., and they would not, &c., to his damage, &c., and he showed their charter, &c.—*Asseby.* We reply to you on behalf of the woman, and say that we ought not to warrant, &c., because those tenements are her frank-marriage, so that after the death of her husband she has her action to demand the tenements, &c.; and whatever deed her husband may have made, &c., that ought not to prejudice her, &c., because if she were to warrant now she would be excluded from her action, &c.—BEREFORD. What do you reply on the husband's behalf?—*Asseby.* We tell you that the warranty attaches in right of them both if at all, and we have rebutted the warranty so far as one is concerned; and he (the plaintiff) by the deed which he puts forward thinks to bind the baron and femme jointly and not severally,

devant justices assignez, &c., e fut trove par lassise qe lancestre morut seisi, &c., mes lassise dit qil ne savoyt dire si le demaundant fut plus procheyn heir ou non, quia nascebatur in comitatu Surrei, &c.; par quei les justices assignez enveyerent le record en bank; et quia assisa dixit quod nascebatur in comitatu Surrei, &c., fut agarde un enqueste dil conte de Surrei, e cel enqueste prise devant sire Rauf de Hengham in eodem comitatu, qe dit qe le demandant fut plus procheyn heir, &c., mes des damages ne saveynt dire, pur ceo qe les tenements furent en le conte de Middelsexe; e aveyt jour en bank, a qel jour le jugement se fit, qil recovera sa seisine, &c., e qil suereyt bref a vicomte denquerer des damages, &c. A.D. 1302.

§ Un A. porta son bref de garrantie de chartre vers un hom e sa femme, e conta coment il fut enplede par un bref de novele disseisine, &c., devant W. Inge, &c., justices assignez en meyme le conte, e fut en poynt de perdre, &c., e sovent lour avoyt dit qil ly garrantireynt, &c., et noluerint, &c., a ces damages, &c., e moustra lour chartre, &c.—*Asseby.* Nous vous respondoms pur la femme, e dioms qe garrantir ne devoms, &c., qe ceux tenementz sont son fraunc-mariage, issi qe apres la mort son baron ele ad accion a demaunder les tenementz, &c., e quel fet qe son baron eyt fet, &c., ceo ne luy deyt grever, &c., quia si modo warrantizet excluderetur ab actione, &c. —Bereford. Quei responez pur le baron?—*Asseby.* Nous vous dioms qe la garrantie se lye en dreyt de eux deus si nul iseyt, e nous avoms defet la garrantie en dreyt dil un, e il par le fet qil mette avant bye lyer le hom e sa femme conjunctim et non separatim, Garrantie de chartre.

A.D. 1302. wherefore we can repudiate the warranty of the one, and of the other as of course.—BEREFORD. We have seen that where a writ has been brought against a man and his wife, the man has answered singly, and in a similar case the wife singly; wherefore if the wife has got rid of the warranty in right of her person, yet for all that it does not follow that the warranty of the husband ought to be annulled, for it was his own act; and therefore show to us why you ought not to warrant according to this deed, &c. And he agreed to answer for the value if he lost.—HENGHAM. If you lose by the assize, come here to the rolls, and you shall have a writ to have to the value, &c. And the wife was absolved from the warranty, &c.

§ One Richard Rudde was summoned to answer Gilbert, the son of Benet de Hagham in a plea, wherefore, since by a general council it is provided that the guardians of lands and tenements which are holden in socage do render an account to the heirs when they attain their full age of the issues of the same tenements, &c., and inasmuch as this this same Richard had the wardship of a house and four carucates of land and so much rent, &c., which are holden in socage of the Prior of N. by the services of xx.*s.* yearly for all services, by reason of the nonage of Gilbert, from Trinity day in the year of the King, &c., until the end of nine years thence next ensuing, yet he refuses to account, tortiously, &c.—*Tilton.* We have no interest in this wardship except through our wife, the mother of Gilbert, &c., and who is dead, having left executors who are not named in the writ, &c.; and we pray judgment of the writ.—*Friskeney.* A woman cannot have any property in a chattel during the life of her husband, &c.; therefore she cannot make a testament or

par quei si nous pussoms disavoluper la garrantie dil un e dil autre par consequens.—BEREFORD. Nous avom veu qe la ou bref ad este porte vers hom e sa femme, le hom ad respondu soul, e en cas la femme soule, par quei si la femme se eyt disavolupe de la garrantie en dreyt de sa persone, par ceo ne sut pas qe la garrantie en dreyt dil baron seyt anenty qest son fet demeyne, e pur ceo dites nous pur quei vous ne devez garrantir par ceo fet, &c., e graunta de fere a la value sil perdisit.—HENGHAM. Si vous perdez par lassise, venez si a Roules, e vous averez bref de aver a la value, &c.; et uxor absoluta de warrantia, &c. A.D. 1302.

§ Un Richard Rudde fut somone a respundre a Gilbert le fiz Benet de Hagham de play, pur quei com de comune conseyle[1] seyt purveu qe les gardeynz de teres e de tenemenz qe sont tenuz en sokage rendont acont a les heirs com il vendront a lor pleyn age des issuz surdanz de meymes les tenemenz, &c., e par la ou Richard meyme cesti Richard avoyt la garde de un mees e quatre carues de tere e de tant de rente, &c., qe sont tenuz en sokage dil prior de N. par les services de xx.s. par an, pur touz services par le nounage G. dil jor de la Trinite lan le rey, &c., jekes a la fyn de ix. ans procheyn suanz, &c., il laconte ad dedit, atort, &c.—*Tilton.* Nous navoms ren en ceste garde si noun par reson de nostre femme mere G., &c., qest mort, e qe ad executors, e eux nent nomez, &c.; demaundoms jugement du bref.—*Friskeney.* Femme ne purra aver properte de chatel vivant son baron, &c., par quei ne testament fere, ne executors De computu reddendo in Scaccario.

[1] 52. H. 3. c. 17.

A.D. 1302. have executors.—*Tilton.* If the woman were alive, and he brought a writ against us as now he does, without naming her in the writ together with us, the writ would be abated, &c.; in the same way, now that she is dead and has left executors who are alive, but are not named in the writ, &c., the writ is bad.—HENGHAM. Executors cannot render an account in such a case, and since you yourself had the profit of the land during the life of your wife, &c.; you after her death must render the account, for he cannot demand the account from any other person; wherefore answer over.—*Tilton.* We tell you that we had the wardship only of the house and of two carucates, &c., and of these only for four years, &c., and for this we are ready to render an account, &c.—*Friskeney.* You yourself had the wardship of the whole, as above, and for such a time, &c., and you leased it to one W. de N. for such a time, &c., and you shall render an account of what you leased, &c. And this the justices assented to, &c., and he was adjudged to answer over in respect of the term for which he leased.—*Tilton.* We leased for four years only, &c., and for four years we were seised, &c., as above, and for these eight years' rents of the house and the two carucates of land we are ready to account, &c.; and that we have the wardship of nothing more, &c., we are ready, &c.—*Friskeney.* That of the carucates of land you had the wardship, and for the nine years, we are ready, &c.; and for what he has acknowledged we pray that he may render an account. —MALORE. You shall wait here until the inquisition is taken, &c.—*Friskeney.* See what a risk that would be, for by the death of Richard, if he should die before the inquest be taken, his (Gilbert's) action would be at an end, &c. And then he released two years of the nine, and likewise the account for the two carucates and of the rent, &c., and he prayed that he (Richard) might render an account for the seven years

aver.—*Tilton.* Si la femme fut en vie, e il portat bref vers nous com ore fet, sanz cele nomer en bref ov nous, le bref sereyt abatu, &c., auxi depus qele est mort, e ad executors en vye, e eux nent nomez en le bref, &c., le bref est mauveys.—HENGHAM. Executors ne povent rendre aconte en tel cas, e depus qe vous avyez meyme le profit de la tere en la vye vostre femme, &c., vous apres sa mort rendrez laconte, qe vers autres ne purra il laconte aver, par quei dites outre, &c. —*Tilton.* Nous vous dioms qe nous navioms la garde forqe dil mes e de les deus carues, &c., e ceo si noun par quatre anz, &c., e de ceo sums nous prest de rendre aconte, &c.—*Friskeney.* Vous meme avyez la garde de tut, ut supra, e par tant de tens, &c., e lessates outre a un W. de N. par tant, &c., e de ceo qe vous meme lessates, &c. vous rendrez aconte, &c., et hoc idem asserent justiciarii, &c., responez outre par agarde a tens lesse par ly meme, &c.—*Tilton.* Nous lessames fors quatre anz, &c., e de quatre anz nous meme seisi, &c., ut supra, e de ces huit anz des issuez dil mees e de lez deus carues de tere sums prest de aconter, &c., e qe de nent plus avoms la garde, &c., prest, &c.—*Friskeney.* Que de lez carues de tere avyez la garde, e de neof anz, prest &c.; e de ceo qil ad conu nous prioms qil rend laconte. —MALORE. Vous attendrez cy la qe lenqueste seyt passe, &c.—*Friskeney.* Vide qe peril sereyt, &c., qe per mortem Ricardi si obierit ante inquisitionem captam, actio sua extincta esset, &c.: e relessa les deux anz de neof, similiter laconte de lez deus carues e de la rente, &c., e pria qil rendit laconte de sept anz en dreyt dil A.D. 1302.

A.D. 1302. in respect of the house and of the two carucates of land which he had admitted, &c., and prayed auditors, &c.; and this he was allowed.—*Tilton.* We pray a day in order that we may obtain our rolls and our tallys, &c.—MALORE. Take a day between this and eight days hence; and then begin to account, &c. And auditors were given, and Richard found mainprise to abide the account, &c.

§ William de Ros of Hamalake brought a writ against one John de N., and complained that whereas the wardship of this said John, together with the marriage of him, belonged to him (William de Ros), by reason that one Robert, father of John, held of him those tenements in N. by knight-service, and he being in peaceable seisin of this wardship, tendered to the aforesaid John a fitting marriage without disparagement, &c., namely, Alice, the daughter of T. de Metam, knight, on such a day in such a year, before these, &c.; yet he (John) refused that marriage, and contracted a marriage against the will of the said William, tortiously, and to his damage, &c.—*Asseby.* Judgment of this writ, because he says, "that the wardship of the "body, &c."; and the wardship of the body is nothing else than the marriage of him; and then he says. "together with the marriage, &c.," thereby supposing that the wardship of the body is a profit separate from the marriage of him; and therefore, judgment of this writ, which is at variance with itself.—HENGHAM. He could not have a better writ in this case, for he demands the wardship of the body, and although he particularizes the profit which should arise from the wardship, namely, the marriage, yet that is not contradictory nor stultifying; therefore answer over.—*Asseby.* His father was purchaser, and purchased certain tenements of Adam of N., to hold by knight-service, at a time anterior to the time when

mees e de deus carues de tere qil avoyt conu, &c., e pria auditors, &c., e a ceo fut recu, &c.—*Tilton.* Nous prioms jour qe nous pussoms querer nos roules e nos taillez, &c.—MALORE. Eyez jour entre cy e huit jours, e adonkes comenset de aconter, &c.—E auditors furent donez, e Richard trova meynprise de atendre laconte, &c. A.D. 1302.

§ Willame de Ros de Hamalake porta bref vers un Johan de N., e se pleynt qe com la garde meyme cesti Jon ensemblement ove son mariage a ly apend, par la reson qe un Robert, pere Jon, tynt de luy ceux tenementz en N. par service de chivaler, e il en peysible seisine de ceste garde esteant, e al avandit Jon mariage covenable tendit sanz estre desparage, &c., scilicet, Alice la file de T. de Metam, chivaler, tel jor, tel an, devant ceux, &c., e il cel mariage refusa, e sey encontre la volunte meyme cely Willame ad marye atort a ces damages, &c.—*Asseby.* Jugement de ceo bref, qe quaunt il dit com la garde du cors, &c., e la garde du cors nest autre qe le mariage e luy, de pus dit, "una cum maritagio," &c., en supposant qe la garde du cors seyt autre profit qe la mariage de luy, et sic, jugement de ceo bref, qest contrarye en ly memes.—HENGHAM. Meliour bref ne purreyt il aver en ceo cas, qil demaunde la garde du cors, e tut especefy il le profit qe purra avener de la garde, qest le mariage, ceo nest my contrenouste, ne nugacion, e pur ceo dites outre.—*Asseby.* Son pere fut purchasour, e purchasa certeyn tenementz de Adam de N., a tener par service de chivaler, de plus Forfeture de mariage.

A.D. 1302. he purchased those tenements which he held of William de Ros; wherefore the marriage of John in right of the earlier purchase and prior feoffment belongs to Adam and not to William; and we pray judgment, &c. —*Est.* Since you have admitted that your father held of us, &c., as above, and that we were seised, as above; and that we tendered, &c., you can not deny, but you say that the marriage belongs to another; that is another's action from which you ought not to derive any advantage, &c.; and we pray judgment.—*Bereford.* He defeats your title by which you claim the marriage, and he says that Richard his father held certain tenements of Adam, &c., by knight-service and by an earlier feoffment, &c., and that his father died in Adam's homage, so that of right the marriage does not belong at all to you.—*Est.* Robert his father did not hold any thing of Adam on the day when he died; ready, &c.—And the other side alleged the contrary.

§ Stephen Rabaz was summoned to answer H. de N. of a plea why tortiously he took his chattels, &c., in N.—*Tilton.* He ought not to be answered respecting this seizure; by reason that before the Justices assigned in the same county, he brought an assise of novel disseisin against us, and complained of being disseised of his common of pasture in the same town, which assise decided for him; by reason whereof he recovered his seisin, &c., together with his damages; and this seizure was made before the assise was brought, &c., and for all the seizures theretofore made the damages were assessed by the assise; for the seizures were the cause of the disseisin, &c.; and we pray judgment if for this seizure he can again recover damages, since a man ought not to be punished twice for the same thing.—*Passelegh.* Since you have admitted that the seizure was tortious, we pray

auncien tens qil ne fit les tenementz qil tynt de Wil- A.D. 1302.
lame de Ros, par quei son mariage, par plus auncien purchas e priorite de feffement, si apent a Adam e noun pas a Willame; e demaundoms jugement, &c. —*Est.* Depus qe vous avez graunte qe vostre pere tynt de nous, &c., ut supra, e nous seisi ut supra, e qe nous tendimes, &c., ne poez dedire, mes dites qe le mariage apent a autre, qest autri accion, de quei vous ne devez avantage prendre, &c.; e demaundoms jugement.—BEREFORD. Il defet vostre title, par quei vous clamez le mariage, e dit qe Richard son pere tynt certeyn tenementz de Adam, &c., par service de chivaler e plus ancien feffement, &c., e qe son pere morut en le homage Adam, par quei de dreyt le mariage ne apent my a vous.—*Est.* Qe Robert son pere ne tynt ren de Adam le jour qil morut, prest, &c., et alii e contra.

§ Estevene Rabaz fut somone a respundre a H. de Replevin.
N. de play, pur quei atort prist ces avers, &c., en N.—*Tilton.* De ceste prise ne deyve il estre respondu, par la reson qe devant justices assignez en meyme le conte, si porta il une assise de novele disseisine vers nous, e se pleynt estre disseisi de sa comune de pasture en meyme la vile, le quel assise passa pur luy, par quei il recovera sa seisine, &c., ov ces damages, e ceste prise fete avant lassise porte, &c., e de tuts prisez avant fets, &c., cururent en taxacion de damages dil assise, qe les prisez furent causes de la disseisine, &c. &c.; demaundoms jugement si de ceste prise pusse damages autrefeez recoverer, depus qe *pur* un fet ne deyt hom deus feez estre puny.—*Passelegh.* Depus qe vous avez conu qe ceste prise fut torteuuse, nous

A.D. 1302. damages.—BEREFORD. He tells you that you cannot claim damages for this seizure, because you formerly recovered damages for the same thing by the assise, wherefore answer to that.—*Passelegh.* It may be that we recovered, and yet that the damages for this seizure were not included in the assessment of the damages for the disseisin, &c.; for it may be that after this seizure we were seised of the common of pasture, and then were ousted by him completely, &c., so that no other damages were assessed besides the damages for the latest disturbance, &c., and so we argue that the first tortious seizure ought not to go unpunished by our not recovering damages for it by this plaint, &c.—*Tilton.* Answer to what we say, namely, that the assize passed, &c., and that you recovered damages against us, &c.—*Passelegh.* How do you wish to aver this, that the damages for this seizure were assessed?—BEREFORD. What necessity is there to aver a thing which you have not denied?—*Passelegh.* We say to you that the damages for this seizure were not included in the assessment by the assise, &c.—BEREFORD (to *Tilton*). How will you aver what you state.—*Tilton.* By a good jury, and whenever this court allows, &c.—HENGHAM. By a jury you cannot aver, &c., for you have said that the assise passed, &c., before justices who bare record, &c., and this thing ought, &c., by record, &c.—*Tilton.* We can never know by the record if the damages for this seizure were assessed, &c., because the record of the assise only states that he was disseised of his common, &c., to his damage, &c.—BEREFORD. You aver by the record that he recovered his seisin by the assise, and also his damages, &c.; in that case we understand that all the seizures theretofore made were included in the assessment, &c., inasmuch as the seizures were the cause of the disseisin, &c., and damages for the disseisin were awarded.—*Tilton.* Ready, &c., by the

prioms damages.—BEREFORD. Il vous dit qe de ceste prise ne poyez damages drener, qe autrefeez si avez recovery damages pur mesme le fet par assise; par quei responez a cela.—*Passelegh.* Il purra estre qe nous recoverissoms, e qe les damages de ceste prise ne cororent my en taxacion des damages de la disseisin, &c.; qil poeyt estre qe apres ceste prise, fums nous seisi de la comune de pasture e pus hoste par luy tut denet, &c.; par quei autres damages ne furent taxez, si noun les damages de la dreyn desturbance, &c., dont nous entendoms qe la primere prise torteuuse ne deyt estre depuny, issi qe nous ne recovereyms de ceo damage par ceste pleynte, &c.—*Tilton.* Responez a ceo qe nous dioms qe assise passa, &c., e vous recoverastes damages vers nous, &c.—*Passelegh.* Coment volez ceo averer, qe les damages de ceste prise cururent en taxacion.—BEREFORD. Quel mester sereyt ceo de averer chos qe vous navez pas dedit *Passelegh.* Nous vous dioms qe le damage de ceste prise ne curut poynt en taxacion dil assise, &c.—BEREFORD (a *Tilton*). Coment volez vous averer vostre dit. —*Tilton.* Par bon pays, e quant qe ceste curt agarde, &c.—HENGHAM. Par pays ne poez averer, &c., qe vous avez dit qe assise passa, &c., devaunt justices qe porterent record, &c., ceste chos deyt, &c., par record, &c. —*Tilton.* Nous ne povoms my saver par record, &c., si les damages de ceste prise cururent en taxacion, &c., qe le record dil assise ne veut nent plus mes qil fut disseisi de sa comune, &c., a ces damages, &c.—BEREFORD. Volez averer par record qil recoverit sa seisine par assise, &c., e ces damages, &c., dont nous entendoms qe tous les prises avant fets, &c., cururent en taxacion, &c., depus qe les prises furent cause de la disseisine, &c., e les damages de la disseisine agarde. —*Tilton.* Prest, &c., par record, qil recoveri sa comune, A.D. 1302.

A.D. 1302. record that he recovered his common, &c., by the assise, and his damages, &c.—*Passelegh.* As before.—BEREFORD. Do you admit that you recovered, &c., and the damages, &c., by the assise, and then await judgment?—*Passelegh.* No. And the voucher of the record, &c., stood, as Tilton said, &c., and a day was given, and in the meantime the record was ordered to be brought, &c.

§ Showeth to you, William de la Souche, &c., that Ralph de Bracy, &c., tortiously does not permit the flow of the water in Myllybras to go in its rightful ancient due and accustomed course, which water the said Ralph has turned out of its course to the hurt of the freehold of Maud de Mehante, the mother of William, whose heir he is, since the first passage of King Henry, father of our Lord, into Gascony, &c., and tortiously for this, that whereas Maud had a mill in the said town, to which the said water used to run, by means of which water the mill was of greater power, the aforesaid Ralph without any judgment, &c., has turned the water out of its course to the hurt, &c., of which Maud was seized as of fee and of right, in time of peace, &c., without saying "the esplees, &c.," &c.; from Maud descended the right, and ought to descend, to Walter as son and heir, &c.; good suit. Ralph defended, &c. The writ ran thus:—"Command "Ralph de Bracy that justly, &c., he permit Walter de "la Souche to lead back the flow of a certain water "in Millisibray into its due and ancient course, which "water the said Ralph, unjustly and without any judi-"cial authority, has diverted to the hurt of the free-"hold of Matilda de Mehant, whose heir he (William) "is, since the first passage, &c." Ralph demanded the view; and obtained it. And, note, that he did not in his count mention damage.

§ A. and B. brought their replevin against Maud de

&c., par assise, e ces damages, &c.—*Passelegh.* Ut prius. A.D. 1302.
—BEREFORD. Conuset qe vous recoverates, &c., e damages, &c., par assise, e pus demorez en jugement.—*Passelegh.* Navyl: et stat vocatio super recordum, &c., ut Tilton dixit, &c.; et datus est dies, et interim faciat venire recordum, &c.

§ Ceo vous mostre Willame de la Souche, &c., qe Rauf de Bracy, &c., atort ne sofre remuer le curs dil Ewe en Mylleybras en son dreyt curs, auncien, deu e usee, le quel meyme cesti Rauf bestorna nusant au fraunc-tenement Maud de Mehante, mere Willame, qi heir il est, pus le primer passage le rey Henry pier nostre seygnour en Gascoyne, &c.; e pur ceo atort, qe la ou Maud avoyt un molyn en meyme la vile, a quel cel ewe soleyt coure, par quel ewe le molyn fut le plus redde, la meyme cesti Rauf atort e sans jugement, &c., ad bestorne cel ewe anusant, &c., dont Maud fut seisi com de fee e de dreyt, en tens de pees, &c., sans dire les explez, &c. &c.; de Maud descendi le dreyt, e deveyt descendre, a Wautier com fiz e heir, &c., sute bone. Rauf defend, &c. Le bref fut tel: "Præcipe Radulfo de Bracy quod juste, &c., "permittat Walterum de la Souche reducere cursum "cujusdam aquæ in Millisibray in debitum et an-"tiquum cursum, quam idem Radulfus injuste et sine "judicio divertit ad nocumentum liberi tenementi "Matildæ de Mehant, cujus hæres ipse, post primum "transfretationem," &c. Rauf demaunda la vewe; et habuit: et nota, qil ne conta my parmy damage. Nusance.

§ Un A. e B. porterent lor replevin vers Maud de Replevin.

A.D. 1302. Mortimer, for that tortiously she seized their chattels, &c.—*Asseby* defended, &c., and prayed oyer of the writ, and after that said that they ought not to be answered, because that they were excommunicated.—*Tilton.* He ought not to be allowed to urge that, because he has defended generally, &c., and has prayed oyer of the writ; and this exception is to the person, and he replied on a matter higher in degree; and so, judgment, &c.—*Willeby.* If after mise of the great assise or wager of battle you proffer a letter of excommunication, you shall well in such case be permitted so to do. —MALORE looked at the letter, which purported that the Archbishop of Canterbury had decreed that they should be excommunicated in his bishoprick, and that they were proclaimed excommunicated in his bishoprick. And no credence ought to be given to any testimony, except to the testimony of the Ordinary of the place, and he testifies that they were denounced, and not excommunicated; and so it was adjudged that they had a legal status.—*Asseby* defended again, and avowed the taking, &c., by reason that William was seised of these tenements, and gave the tenements to the aforesaid, &c., and charged them with twenty pounds per annum payable to him and to Maud and to her heirs, of which rent William was seised during the whole of his life, and afterwards Maud was, &c.; and forasmuch as ten pounds, being the amount of two portions, were in arrear before the seizure made, he avows, &c.—*Scoter.* Sir, she says that William charged; but one may charge either with rent-service or with rent-seck; and he does not say which it is, rent-service or rent-seck: therefore we pray judgment on the form of the avowry.

§ Showeth to you Milis de Hastings, &c., that Thomas de Hastings, &c., tortiously, &c., by reason that he is seised of the manor of A., to which the advowson, &c.; and presented his clerk named N. de H., who, &c., in

Mortimer, qe atort prist ces avers, &c.—*Asseby* de- A.D. 1302.
fendi, &c., e demaunda le bref oyer; e apres ceo, dit qe eux ne dussent estre respondu, pur ceo qil furent escomengis.—*Tilton.* A ceo ne deyt il estre recu, qil ad defendu le mos, &c., e demanda le bref oyer, e ceste exception est a la persone, e il ad respoundu plus haut; jugement.—*Willeby.* Apres mise de graunt assise ou bataille gage, si vous meisset avant lettre de escomenge, a ceo seryet ben recu. MALORE, regarda la lettre, qe voleyt qe le ercevesqe de Cantorberie out mande qil furent escomengis en sa evesche, e qil furent denuncies escomengis en sa evesche, e hom ne deyt fey aver a nul temoignance forke al temoignance le ordinaire de lu, e il temoigne qil furent denuncie, e nent escomengis, par quei furent agarde renables.—*Asseby* defendi autrefeez, e avowa la prise, &c., par la reson qe Willame fut seisi de ceux tenementz, e dona les tenementz a les avandiz, &c., e les charga de xx. livres par an, a ly e a Maud e a ces heirs, de quele rente Willame fut seisi tute sa vie, e pus Maud, &c.; e pur ceo qe x. livres de deuz termes avant la prise fete furent arere, si avoue, &c.—*Scoter.* Sire, ele dit qe Willame charga; e hom put charger de rente service, ou de rente seke; e il ne dit nent lequel ceo seyt, rente service ou seke rente; jugement de la forme de lavouerie.

§ Ceo vous mostre Milis de Hastings, &c., qe Thomas Quare impedit.
de Hastings, &c., atort, &c., par la reson qil meme est seisi dil maner de A., a quei lavoweson, &c., e presenta un son clerk N. de H. par noun, que, &c., en

A.D. 1302. time of peace, &c., by whose death the church is now void, and so the right to present belongs to him, and he (Thomas) disturbs him tortiously, &c.—*Asseby* defended, &c., and said that he did not disturb tortiously, but of right, and for the reason that the said Milis gave us that manor with the appurtenances, to which manor the advowson, &c.; and afterwards in the third year, before the Justices in Eyre, we brought our writ of warranty of charter against Milis, when he acknowledged the tenements comprised in the writ to be the right of Thomas, and by that recovery Thomas granted the same manor to Milis for the term of his life, but excepting the advowson; and he demands this advowson as appendant, whereas it was severed by the fine: judgment, &c.—*Tilton.* Sir, we have taken our title from a later presentation by us, to which he replies not; judgment, &c.—*Asseby.* And we pray judgment, because we have put in evidence a fine which shows that the advowson is severed from the manor, and you demand it as appendant; judgment if you can maintain the action.—BEREFORD. You answer nothing to his allegation that he afterwards presented one N., by whose death, &c. And he was forced to reply to that, notwithstanding the fine.—And then said *Asseby*, that Thomas presented the last, one Thomas Corby, by whose death, &c. And the others said the contrary.

§ Henry de Boys brought his writ of waste against Margaret, who was the wife of N. de Boys, and counted that whereas by the common Council of the King it was provided that no one should commit waste or destruction of lands and tenements leased to him for term of life or for years, and whereas she (Margaret) held so much for term of her life, she had therein committed waste, &c.—*Willeby* defended, &c., and said that the tenements were given in fee tail, so that she

tens de pees, &c., par qi mort la eglise est ore voyde, A.D. 1302.
e issi apent la presentment a luy, e issi atort le desturbe, &c.—*Asseby* defend, &c., e dit qil ne desturba pas atort, eynz a dreyt, e par la reson qe meyme cesti Milis nous dona cel maner ove les apurtenances, a quei lavoweson, &c., e pus en le an terce devant ceux justices erranz, portams nostre bref de garrantie de chartre vers Miliz, ou il conut les tenementz contenuz en le bref estre le dreyt Thomas, e par cele recoverye Thomas graunta meme le maner a Milis a terme de sa vye, sauve lavoueson, e il demaunde ceste avoueson com apendaunt, la ou ele est severe par ceste fyn, jugement, &c.—*Tilton.* Sire, nous avoms pris nostre title de nostre presentment pus, a quei il respund nent, jugement, &c.—*Asseby.* E nous jugement, de pus qe nous avoms mis avant fyn qe temoigne lavoueson estre severe du maner, e vous le demandez com apendaunt, jugement si accion pussez aver.—BEREFORD. Vous ne respundez ren qil dit qil presenta pus un N. par ky mort, &c. E fut chace respundre a ceo, nent contre-esteant la fyn.—E donke dit *Asseby*, qe Thomas presenta dreyn un Thomas Corby, par qi mort, &c.; e les autres e contra.

§ Henry de Boys porta son bref de waste vers De vasto.
Margerete, qe fut la femme N. de Boys, e conta qe come de comune conseyl du rey seyt purveu qe ne lit a nuly a fere vast ne destruccion de terez e tenementz a luy lessez a terme de vye ou des aunz, e la ou ele tynt tant a terme de sa vye, la ad ele fet wast, &c.—*Willeby* defendi, &c., e dit qe les tenementz furent donez en fee taille, issi qele ne tynt

A.D. 1302. was not tenant for life as the writ supposed; judgment &c.—*Tilton.* We tell you that she has not, &c., except for the term of her life.—HENGHAM. She says that she entered under a limitation in tail; reply to that.—*Tilton.* The tenements were given to N. her husband, and to her and to the heirs of their bodies begotten, and N. is dead without having had issue between them, so that she can have no other estate, &c., than for the term of her life; and we leave it in your hands.—HENGHAM. Inasmuch as you have acknowledged that she entered under a limitation in tail, and your writ only expresses that it was for life, your admission is contrary to the form of your writ; wherefore the court adjudges, &c., nothing by the writ.

§ William de Wakefield and Agnes his wife were summoned to answer Edmund le Botiler in a plea, &c.: whereas by a general Council it is provided that it shall not be lawful for any one to commit waste, sale, or destruction of land, houses, woods, or gardens leased to him for term of life, or for years, &c.; the said William and Alice of the lands in Skeldebroke, &c., as above, which they hold for the term of the life of Constance, who was the wife of Robert le Botiler, by virtue of the lease of the same Constance who held the lands as her dower of his heritage, have committed waste, &c.; and specifying the waste, &c.; to his disinherison, &c.—*Herle.* In the beginning of his writ he complains of waste, &c., for term of life, &c., recovery for which is given to him by a special law, &c.; and in the end of the writ he founds his action on waste done in an estate of dower, the remedy for which is at common law; and inasmuch as he does not follow, in the close of his writ, what he has commenced with, &c., we pray judgment of the writ.—*Caily.* The writ is accorded to our case, &c.—*Warrewyk* (on the same side). We could have no other writ; for

mye a terme de vye com son bref suppose, juge- A.D. 1302.
ment, &c.—*Tilton.* Nous vous dioms qele nad, &c., meke a terme de sa vye.—HENGHAM. Ele dit qele entra en forme taille, responez a ceo.—*Tilton.* Sire les tenementz furent donez a N. son baron e a luy e a les heirs de lor cors issanz, e N. est mort sanz issue entre eux, issi qele ne put autre estat aver, &c., qe a terme de vye; e demoroms en vos descretions.—HENGHAM. Pur ceo qe vous avez conu qele entra en forme taille, e vostre bref ne veut qe a terme de vye, e issi vostre conusance contrariant a vostre bref, parquei agard, &c., ren par bref.

§ Willame de Wakefeld e Agnes sa femme furent De vasto.
somones a respundre a Edmond le Botiler de play, &c., com de comune conseile seyt purveu, qe ne lise a nuly fere wast, vente, ou destruccion de terez, mesonz, boys, ou gardynz a luy lessez a terme de vye ou des aunz, &c., meymes ceux Willame e Agnes des terez en Skeldebroke, &c., ut supra, qil tenent a terme de vye Custance, qe fut femme Robert le Botiler, du lees meyme cesti Custance, qe ceux tenementz tynt en noun de douer de soun heritage, unt fet wast, &c.; et specificando, &c., a sa diseritance, &c.—*Herle.* En le commencement de son bref si fet il sa narracion de wast, &c., de terme de vye, &c., dont le recovery luy est done par la ley especial, &c.; e en la fyn de son bref si lye il sa accion de wast fet en dower, qest a la comune ley, &c., e desicom il ne persut my en le perclos de son bref ceo qil ad commence, &c., dont demaundoms jugement du bref.—*Caily.* Le bref est acorde a nostre cas, &c.—*Warr.* (ad idem). Autre

A.D. 1302. if we brought a writ in respect of the tort against Constance alone, &c., William and Agnes would lose their freehold without being called into court, which would be very hard; or perhaps they would set aside the judgment by assize of novel disseisin; for if the freehold were contested by proceedings in a suit to which they were not parties, &c.; wherefore we insist that we could not have a better writ.—BEREFORD. If this writ should stand there would ensue greater hardship; for if the waste is fixed on William and Agnes, &c., they shall render treble damages to Edmund, &c., by statute, &c.; and if by chance Constance should bring a writ of covenant against them, they will again pay damages, &c., because they have committed a breach of covenant, &c.; and so they would be twice punished for one offence; and on the other hand, if Constance had leased to them, &c., rendering yearly the true value, you by this writ should recover the freehold against William and Agnes, and you would recover it discharged from every thing, &c., as it was assigned in dower: but that you cannot do in this case; because Constance notwithstanding, &c., can distrain for the charge, &c., since she was not party to the suit, and so it seems to us that you ought, &c., against Constance, &c., and that Constance should recover by writ of covenant.—*Warrewyk.* Constance has leased all her estate to William and Agnes, and has nothing, &c., by which she can be brought into court; and by that means the tort would remain unpunished, &c. —BEREFORD. A distress can be made on the land held in dower, whoever may be the tenant, &c.—*Warrewyk.* We cannot bring a writ against Constance, she not being tenant, &c., for the freehold remains in William and Agnes, &c.—*Scoter.* Although she has leased over, yet she remains your tenant in dower.—TRIKINGHAM. If in this case the reversion was granted by fine levied in court, &c., you must sue against Constance and

bref ne povoms aver, qe si nous portisoms bref pur atteyndre le tort vers Custance soule, &c., issi perdreynt Willame e Agnes lor fraunc-tenement sans estre appelle en curt, qe sereyt durete; ou par cas deferieynt le jugement par assise de novele disseisine; qe si le fraunc-tenement fut dereyne hors de lor meyn, par proces de play entre autres ou il ne furent my partie, &c.; par quei nous entendoms qe melior bref ne povoms aver.—BEREFORD. Si cesti bref esteveyt, il ensuera par cas greyndre durete; qe si le wast fut atteynt vers Willame e Agnes, &c., il rendreynt les damages a treble a Edmond, &c., par statut,[1] &c.; e par cas quaunt Custance porteyt bref de covenant vers eux, autrefeez rendreynt les damages, &c., pur ceo qil sont ale encontre covenant, &c., par quei il sereynt deuz feez puny pur un trespas, &c.; e dautre part si Custance par cas eyt lesse a eux, &c., rendant par an la verey value, vous recoveryez par cesti bref le fraunc-tenement vers Willame e Agnes, ceo sereyt ausi descharge de totes choses, &c., com il furent assignez en dower, &c.; mes ceo ne purryez fere en ceo cas, pur ceo qe Custance nent contre-esteant, &c., put destreindre pur la charge, &c., de pus qele ne fut mye partie au ple, dont il nous semble qe vous dussez, &c., vers Custance, &c., e Custance eyt son recoverer par bref de covenant.—*Warr.* Custance ad lesse tut son estat a Willame e Agnes, e nad ren, &c., par quei ele purra estre amene en curt, dont purtant sereyt le tort depuny, &c.—BEREFORD. Lez destresses current sur la tenaunce en dower, qi qe seyt tenaunt, &c.—*Warr.* Sur Custance ne purroms bref porter qele nest pas tenaunt, &c., car le fraunc-tenement demort en Willame e Agnes, &c.—*Scoter.* Tut eyt ele lesse outre, nequident ele demort vostre tenaunt en dower. —TRIKINGHAM. (ad idem.) Si en ceo cas la reversion fut graunte par fyn leve en curt, &c., hom suera A.D. 1302.

[1] 6 Ed. 1. c. 5.

A.D. 1302. against no other, &c.; whereby it seems that she is his tenant.—HENGHAM quashed the writ.

§ Note that where a writ of debt was brought against a man and his wife, on the first day the husband essoined himself, and the wife made default; in consequence of which an attachment was sued out against her, &c.; on the second day the wife essoined herself, and the husband appeared in court, &c.; on the third day the wife appeared, and the husband essoined himself; and this essoin was not allowed, because he had appeared in court after he had been essoined: wherefore for the delay, &c. (for if this essoin had been allowed, &c., they would never come into court [together], because the husband would again appear, &c., and the wife would essoin herself; and so on ad infinitum) by the great distress sued out against the husband.

§ Aleyn Pluckenet, &c., complains that John de Ingham tortiously took his chattels, &c. — *Est.* avowed, &c., by reason that he (*Aleyn*) held of him, &c., whereof he was seised, &c.; the father of Aleyn, &c.; and because the homage and the fealty of Aleyn, and relief on the death of his father (*were in arrear*), therefore he avowed, &c.—*Asseby.* We held these tenements of one Roger, (*by &c.*); which services after the death of Roger, who was our lord, &c., came into the King's hands, because Roger's heir is the King's idiot, and the King of our services, &c., and we pray judgment, &c.—*Est.* You say then that you do not hold of us; but we aver that, (as above).—*Asseby.* As before. —BEREFORD. You say that you hold of Roger and of no other, &c.; but he submits that your father died his tenant, &c.; so that if you have done service to the King, that shall not deprive him of his tenant, &c.; and therefore reply to his assertion.—*Asseby.* Out of his fee, ready, &c. And the others said the contrary; therefore, &c.

vers Custance, e vers nul autre, &c., dont il semble qe ele est sa tenaunt.—HENGHAM abati le bref. A.D. 1302.

§ Nota, qe la ou bref de dette fut porte vers un home e sa femme, a primer jor le baron se fit essoner, e la femme fit defaute; par quei ou vers luy le attachement fut suy &c.; al autre jor le femme se fit essoner, e le baron se profry en curt, &c.; al terce jor la femme apert, e le baron se fit assoner, &c., e lassone ne fut pas alowe, pur ceo qil avoyt aparu en curt pus ceo qil fut assone, pur quei pur le forcher, &c., qe si lassone ut este alowe, &c., issi ne vendra james en curt, &c., pur ceo qe le baron apareyt autre feez, &c., e la femme se freyt assoner, &c., et sic (*ad*) infinitum, par la graunt destresse suy vers le baron, &c.[1]

§ Aleyn Pluckenet, se pleynt qe Jon de Ingham a tort prist ces avers, &c.—*Est.* avowa, &c., par la reson qil tynt de ly, &c. des queux il fut seisi, &c., pere Aleyn, &c., e pur ceo qe la homage e la feaute Aleyn, e pur relefe de la mort son pere si avowe, &c.—*Asseby.* Nous tenoms ceux tenementz de un Roger,[2] les queux services apres la mort Roger qe fut nostre seygnour, &c., sont devenuz en la meyn le Roy, pur ceo qe le heir Roger si est fol nastrel le Roy, e le Roy de nos services, &c., e demaundoms jugement, &c.—*Est.* Dites donkes qe vous ne tenez poynt de nous, mes nous voloms averer ut supra.—*Asseby.* Ut supra. BEREFORD. Dites donkes qe vous tenez de Roger e de nul autre, &c., mes il vous soumette qe vostre pere morut son tenaunt, &c., par quei si vous eyez fet service au Roy, &c., ceo ne tondra my son tenaunt, &c.—E pur ceo responez a son dit, &c.—*Asseby.* Hors de son fee, prest, &c., et alii e contra, ideo. Replevin.

[1] See 6 Ed. 1. c. 10.

[2] His name was Robert.

A.D. 1302. § Note, that a concord was withdrawn in a writ of covenant: A. acknowledged, &c., to be the right of B., as those which B. has of his gift; and then B. granted and rendered the same tenement to A., to have and to hold for his life of the chief lord, &c., and after the death of A. that the tenements should remain to C., to have and to hold to him and the heirs of his body begotten, of the chief lord, &c., and if he should die without heir of his body, that the tenements should remain to A., to have and to hold for his life, of the chief lord, &c., and that after the death of A. the tenements should remain to the right heirs of B., to have and to hold in fee simple, of the chief lord of the fee.

§ Alice, wife of William de Hay, brought a writ of dower against a tenant, who vouched to warranty W. the son of Absolon, who came into court and warranted as heir of his father, and vouched over John the son of William de la Hay, who came into court, and asked why, &c.—*Asseby.* William your father, whose heir you are, gave these tenements to Absolon, our father, whose heir we are; and bound himself and his heirs to Absolon and his heirs in warranty; (and he exhibited the charter, &c.)—*Tilton.* Whereas you vouch us, as son and heir of Absolon, we tell you that you are not Absolon's heir, &c.—*Asseby.* We entered after the death of Absolon as son and heir to the tenements, &c., and we are seised as son and heir, and we pray judgment if you ought not to warrant.—*Tilton.* As before, you are not heir.—Hengham. Answer to what he alleges, that he entered after the death of his father as son and heir, as by inheritance, &c., and is still seised as son and heir.—*Tilton.* He is not seised as heir by inheritance, &c.; for Absolon during his life enfeoffed him, so that he is seised as purchaser.—*Asseby.* If the father in his

§ Nota quod un pees fut retret en bref de covenant ; A. conut, &c., estre le dreyt B. com ceux qe B. ad de son doun ; e pus B. graunta meyme le tenement a A., e cel luy rendi, &c., a aver e tener a terme de sa vye de chef seygnourage, &c. ; e apres le deces A. les tenementz remeynent a C., aver e tener a luy e a ces heirs de son cors engendrez, de chef seygnourage, &c. ; e sil devye sanz heir de son cors, qe les tenements remeynent a A., a aver e tener a terme de sa vye, de chef &c. ; e apres le deces A. les tenementz remeynent a dreyz heirs B., aver e tener en fee simple, e de chef seygnourage de fee. A.D. 1302. Fynis.

§ Alice, qe fut la femme Willame de Hay, porta bref de dower vers un tenaunt, qe voucha a garrantye W. le fiz Absolon, qe vynt en curt e garrantist com heir son pere, e voucha outre Jon le fiz Willame de la Hay, qe vynt en curt e demaunda par quay, &c.—*Asseby.* W. vostre pere, qi heir vous estes, dona ceus tenementz a Absolon nostre pere, qi heir nous sums, e obliga ly e ces heirs a la garrantye a Absolon e ces heirs, et monstravit cartam, &c.—*Tilton.* La ou vous nous vochez com fiz e heir Absolon, nous vous dioms qe vous nestes pas heyr Absolon, &c.—*Asseby.* Nous sums entre apres la mort Absolon com fiz e heyr de tenementz, &c., e nous sums seisi com fiz e heyr, e demaundoms jugement si vous ne devez garrantir. —*Tilton.* Ut prius, nent heyr.—HENGHAM. Responez a ceo qil vous dit, qil est entre apres la mort son pere com fiz e heir en heritage, &c., e eynz est seisi cum fiz e heyr.—*Tilton.* Il nest pas seisi com heyr dil heritage, &c., car Absolon ly enfeffa en sa vye, issi qil est seisi com purchasor.—*Asseby.* Si le Garranty en play de dower.

A.D. 1302. lifetime enfeoffed his son and heir of his heritage, yet, after the death of the father, the son is at liberty to claim either by descent or as purchaser, &c.—HENGHAM. Not by descent, for his father did not die seised, &c.—*Asseby.* Although he was not seised of any land by descent, &c., yet he can vouch in respect of blood; wherefore the tenancy does not influence the warranty, &c.—*Passelegh* (on the same side). Since he vouches as son and heir of Absolon, and the other side does not plead to his person that he is not such, &c., we pray judgment, &c.—*Tilton.* Not heir, ready, &c. —BEREFORD. You say that he is not heir; show why, for it is only reasonable that you should do so.—*Tilton.* He cannot in anywise be heir, for he was born out of wedlock, &c., and we pray judgment.—*Passelegh.* And inasmuch as the voucher goes with the right, and you do not deny that we are the son of Absolon, &c., nor allege any disability in our person to show that we are not heir, &c., save that you say we were born out of wedlock, which is not a good exception unless you say that we are "bastard," &c.; whether to us as heir you ought not to warrant.—BEREFORD. He tells you that you are not seised of Absolon's heritage as son and heir, for he tells you that you have nothing except by feoffment from Absolon, &c., and with regard to your person he moreover says that you cannot be heir, because you were born, &c., and he prays judgment if he owes warranty to you as heir of Absolon.—*Asseby.* If he were to pray a warranty against me, I could not excuse myself from the warranty by saying that I had nothing by descent; so in this case, although we have not by descent, &c., yet that shall not take away &c.—BEREFORD. But if you entered as son and heir after Absolon's death, and were seised as by descent, &c., you would have greater chance of recovering warranty as son and heir, than if you were seised by any other means, &c.; for if the bastard after the

pere enfeffa son fiz e heyr en sa vye de son heri- A.D. 1302.
tage, apres la mort le pere si purra il clamer ou par descent de heritage, ou com purchasor, &c.—HENGHAM. Par decent nent, depus qe son pere ne morut pas seisi, &c.—*Asseby.* Tut ne fut il seisi de nule tere par decente, &c., unqore purra il voucher com par reson du sank, par quei la tenaunce ne fet ren a la garrantye, &c.—*Passelegh* (ad idem). Depus qil vouche com fiz e heir Absolom, e il ne dit ren a la persone qil ne seyt tel, &c., demaundoms jugement, &c.—*Tilton.* Nent heyr, prest, &c.—BEREFORD. Vous dites qil nest pas heyr, mustrez pur quei, car ceo covent.—*Tilton.* Il ne purra nuly heyr estre, car il nasist hors dez esposales, &c., e demaundoms jugement.—*Passelegh.* E desicom le voucher est en le dreyt, e vous ne dedites mye qe nous ne sums fiz Absolon, &c., ne nounablete en nostre persone ne alegget a mustrer qe nous ne sums nent heyr, &c., si noun qe vous dites qe nous naqimes hors dez esposales, qe nest pas excepcion en le dreyt si vous ne diez qe bastard, &c., a nous com heyr ne devez garrantye.—BEREFORD. Il vous dit qe vous nestes seisi dil heritage Absolon com fiz e heyr, &c., car il vous dit, qe vous navez ren si noun par feffement Absolon, &c.; e a la persone vous dit il outre, qe vous ne poez nuly heyr estre, car vous naqites, &c. e demaunde jugement si a vous com a heyr Absolon deyve garrantye.—*Asseby.* Sil demaunde une garrantye vers moy, il sereyt pas reson a moy a dire qe jeo ne usse ren par descente pur eschuer la garrantye; auxi en ceo cas, tut ne eoums pas par descente, &c., ceo ne tondra, &c.—BEREFORD. Mes si vous futes entre com fiz e heyr apres la mort Absolon, e futes seisi com par decente, &c., vous seryez plus pres a recoverer la garrantye com fiz e heyr, qe si vous futes autrement seisi, &c.; car si le bastard apres la mort son pere

A.D. 1302. death of his father entered as son and heir into the heritage, &c., and was seised, &c., and then was vouched as son and heir of his father; although he chose to say that he was a bastard &c., and so as son and heir ought not to warrant, yet for all this he should not defeat the warranty; and if he were out, &c., he could rid himself, &c., because "the condition of him in pos-"session is better &c.;" in this case he argues in the same way; and since you did not enter, &c., nor were seised as son and heir, and were born, &c., he takes advantage of both those facts, and prays judgment if he owes warranty to you, &c.—*Asseby.* We have warranted as son and heir of Absolon, and by our warranty we are tenant, &c., wherefore, &c.—BEREFORD. Although you clothed yourself with another's tenancy in your person by your warranty as son, yet you were never seised by descent, &c., of this land, nor of any other, &c.; and so you are stranger and not tenant, &c.; and on the other hand you are as one demanding warranty against him, &c., although you are tenant in respect of your warranty as to the demandant, &c.; wherefore, &c.—*Passelegh.* The tenancy never gives a right to warranty, &c.; but the blood does, &c.; and since we have vouched as son and heir of Absolon, &c., which voucher goes with the right, &c., and he for the purpose of barring us has said nothing which is an answer to the right, &c.; for if we were to bring our writ of right against him, and were to give such a reply as he now does, to wit, that he was born, &c., that would not be receivable unless he said distinctly that he was "bastard," &c.; therefore we pray judgment if by this his reply he ought to bar us of the warranty, &c.

§ William Sedman and John his brother brought a "nuper obiit" against Roger Sedman, and counted that he tortiously deforced them of two parts of a house and of twelve acres of land, &c.; and tortiously for this,

entra com fiz e heyr en le heritage, &c., e fut seisi, A.D. 1302.
&c., e pus fut vouche com fiz e heyr son pere, tut vousit il dire qil fut bastard, &c., par quei com fiz e heyr ne deyt il garrantir, il pur ceo ne se desablereyt de la garranty; e sil fut hors, &c., il se poeyt desafubler, &c., qe "melior est conditio possidentis," &c.; auxi vous dit il en ceo cas, depus qe vous nestes entre, &c., ne seisi com fiz e heyr, &c., e qe vous naqites, &c., pur ceux deus veyes il se eyde, e demaunde jugement si a vous deyve garrantye, &c.—*Asseby.* Nous avoms garranty com fiz e heyr Absolom, e sums tenaunt par nostre garrantye, &c., par quei, &c.—BEREFORD. Tut eyez vous afebly autri tenaunce en vostre persone par vostre garrantye com fiz, vous ne futes unqes seisi par descent, &c., de cele tere, ne de nul autre, &c.; par quei vous estes tut hors, e nent tenaunt, &c.; e dautre part, vous estes com demaundant la garrantye vers luy, &c., tut seyez vous tenaunt par vostre garrantye quaunt al demandaunt, &c.; par quei, &c.—*Passelegh.* La tenaunce ne donne my la garrantye, &c., eynz fet le saunk, &c., e depus qe nous avoms vouche com fiz e heyr Absolon, &c., le quel voucher est en le dreyt, &c., e pur nos barrer nad il ren dit qe seyt respuns en le dreyt, &c.; car si nous portisoms nostre bref de dreyt vers luy, e il donat tel respuns com ore fet, quil naquit &c., se ne sereyt mye receyvable, sil ne deyt qe pleynement bastard, &c.; dont nous demaundoms jugement si par tel respuns nous deyve de la garranty barrer, &c.

§ Willam Sedman e Jon son frere porterent le "nuper "obiit" vers Roger Sedman, e conterent qe atort lour deforcea les deus parties de un mees, e de dozze acres de tere, &c.; e pur ceo atort, qe ceo est lour dreyt, e Nuper obiit.

A.D. 1302. that it is their right, and ought to be their reasonable share, and by reason that one Roger, &c., father of the aforesaid William and Roger and John, whose heirs, &c., was seised of the entirety in his demesne, &c., and of right, and the esplees, &c., as of fee and of right, and that he lately died; and that from Roger the right descended and ought to descend to William, John, and Roger as sons and heirs, because the tenements are partible among males: and Roger entered into the whole, and William and John have no part: and if he will deny this, they have good suit to prove it.—*Est.* defended, &c., and said that this writ did not lie between males at the common law, &c., and prayed judgment whether, unless they showed something else, they ought to be answered, &c.—HENGHAM. Show among what persons they were divided.—*Asseby.* These tenements, together with other tenements, were formerly in the seisin of W. de Den; which W. had two sons, Osberne and Turkylde; after the death of W. the tenements, &c., of which he died seised were divided between Osberne and Turkylde in the time of King Richard; Turkylde had three sons, namely, William, Aleyn, and Robert, between whom the tenements which were the share of Turkilde were after his death divided, in the time of King John: then William and Aleyn died without heirs of their bodies, whereby the right to their shares descended to Robert as their brother, &c.; from Robert descended, &c., to Roger, father of the aforesaid William and John and Roger, &c., and inasmuch as the tenements have been divided, &c.; continuously since the time of King Richard, which is time of memory, we pray judgment, &c.—*Passelegh.* Whereas you say that the tenements have been divided continuously between males since the time, &c., we tell you that Robert our grandfather had three sons, Roger our father, &c., and William and Geoffrey; after the death of Robert, Roger our father entered as eldest son and heir, &c., and singly, &c., without his brothers Wil-

lour renable partie estre deyt, e par la reson qe un Roger, A.D. 1082.
&c., pere les avaundits Willame e Roger e Jon, qi heir &c., fut seisi dil enter en son demesne, &c., e de dreyt, les esples, &c., com de fee e de dreyt, e qe morut nadgers; dont de Roger decend le dreyt e deveyt decendre a Willame, Jon, e Roger com a fiz e heirs, pur ceo qe les tenementz sont departables entre madles: e Roger entrat tut, e Willame e Jon ne ont ren; e sil veut dedire il en ount sute bone.—*Est.* defendi, &c., e dit qe cesti bref ne git mye entre madles a la comune ley, &c., e demaunda jugement si eux autre chose ne mustrent, deyverent estre respundu, &c.—HENGHAM (ad idem). Mustrez entre quez persones departies.—*Asseby.* Ceux tenementz ensemblement ov autres tenementz furent en akun tens en la seisine W. de Den; le quel W. avoyt deuz fiz, Osberne e Turkylde; apres la mort W. les tenementz, &c., dont il morut seisi furent departiz entre Osberne e Turkylde, en tens le rey Richard; Turkylde avoyt tres fiz, Willame, Aleyn, e Robert, entre queux le tenement de la purpartie Turkilde apres sa mort furent departiz, en tens le rey Jon: dont Willame e Aleyn devierent sans heyr de lors cors, par quei le dreyt de lor purpartiez descendit a Robert com a frere, &c.; de Robert descendi &c., a Roger, pere les avandiz Willame e Jon e Roger, &c.; e depus qe les tenementz ont este departiz, &c., continuement pus le tens le roy Richard, qest tens de memorie,[1] e demaundoms jugement, &c.—*Passelegh.* La ou vous dites qe les tenementz ont este departiz continuement entre madles pus le tens, &c., la vous dioms nous qe Robert nostre ael aveyt treis fiz, Roger nostre pere, &c., e Willame, e Geffroy; apres la mort Robert, Roger nostre pere entra com fiz e heyr eyne, &c.,

[1] See 3 Ed. I. c. 39.

A.D. 1302. liam and Geoffrey taking any shares, &c.; and after the death of Roger, &c., who died seised, we as eldest son entered, &c.; and inasmuch as this is a writ of possession, and they claim as of the possession of their father, &c., and he died seised of an estate upon which he entered after the death of his father Robert, as son and sole heir, without any partition having been made, &c., and we after his death entered as son and sole heir, &c., we pray judgment if they ought to be answered on this writ.—*Asseby.* Since we have said that the tenements have been divided, &c., in the times of King Richard and King John, which time is time of memory and gives title of right, &c., we pray judgment, &c.—BEREFORD. You have alleged that the tenements were divided, &c., and he has alleged, that possibly it might be, &c. and that the tenements were not divided, &c.; so that it might have been in ignorance on both sides; therefore it is fit that we should go on to what was or was not the right.—*Passelegh.* The tenements are of the fee of Arundel, and we tell you that no tenements held of that fee are partible, &c.—*Asseby.* These tenements are partible; ready, &c.—HENGHAM. He tells you that neither these tenements nor any other tenements of that tenure, namely, held of the fee of Arundel, are partible, &c.—*Asseby.* These tenements and tenements of that tenure are partible, and have been divided; ready, &c. And the others averred the contrary.

Replevin. § The Abbess of our Lady of the Meadows of Northampton, brought replevin against Robert de Ros, and counted that tortiously he took her chattels, &c.—*Willeby* avowed the taking, &c., by reason that Margery the Abbess held of him a house and thirteen and a half virgates of land, by homage and fealty, and the service of a whole knight's fee, and the service of twenty-seven pence yearly, to be paid at Easter, of

soul, &c., sans ceo qe Willame [1] e Geffroy ces freres nule purpartie aveynt, &c.; e apres la mort Roger, &c., qe morut seisi, nous com fiz eyne sums entre, &c.; e depus qe ceo est un bref de possession, e demaundent de la possession lor pere, &c., e il morut seisi de cel estat, qe fut entre apres la mort Robert son pere com fiz e heyr soul san departison fere, &c., e nous apres sa mort sums entre com fiz e heyr soul, &c., demaundoms jugement si a tel bref deyvent estre respundu.—*Asseby.* Depus qe nous avoms dit qe les tenementz ont este departiz, &c., en tens le roy Richard e le roy Jon, le quel tens est tens de memorie e donne title de dreyt, &c., demaundoms jugement, &c.—BEREFORD. Vous avez allegge les tenementz estre departiz, &c., e il ad alegge ou possibilitie ifut, &c., e les tenementz nent departiz, &c., issint qe par cas purra estre ignorance de une part e dautre, par quei il covent aler au dreyt ou noun.—*Passelegh.* Le tenementz sont del fee de Arundel, e vous dioms qe nul tenement de meyme le fee nest partable, &c.—*Asseby.* Ceus tenementz departables, prest, &c.—HENGHAM. Il vous dit qe ceus tenementz ne tenementz qe sont de meyme la tenure, saver dil fee de Arundel, ne sont departable, &c.—*Asseby.* Ceus tenementz e tenementz de meyme la tenure departables e departiz, prest, &c.: et alii e contra. A.D. 1302.

§ Labbesse de Nostre Dame de Pres de Northamptone porta son replevin vers Robert de Ros, e conta qe atort prit ces avers, &c.—*Willeby* avowa la prise, &c., par la reson qe Margerye abbesse tynt de ly un mes xiii. verges de tere e demi, par homage, feaute, e par un fee de chivaler enter, e par les services de xxvii. deniers par an, a payer a la Pasche; des queux services Replevin.

[1] MS. Willame e T. e G.

A.D. 1302. which services he was seised, &c., by the hands of the said Abbess Margery, as by the, &c., his very tenant; and for the relief, to wit, one hundred shillings, after the death of the Abbess Margery her predecessor, &c., his tenant, he avows on this Abbess Margery as on his very tenant. — *Passelegh.* Sir, he has made this avowry on this Abbess for relief after the death of Margery her predecessor, and supposes by the avowry that the tenements were held by her in right of her church; whereas relief cannot be demanded except where one enters by succession after the death of another; and Margery did not enter by succession after the death of Margery her predecessor, but by election, which does not count as a degree; and we pray judgment if he can avow on us for the relief.—*Warrewyk.* Answer first if you hold of us by those services as we have alleged.—*Passelegh.* Sir, we are here in a case which involves a matter of law, and which requires a decision whether you can avow on us for relief, &c., for the reason aforesaid; and if we should reply to the tenancy, an inquest might perhaps be had on that point between us, which would be of no avail; and again, by way of protest to the court, we tell you that we hold of him only six virgates of land, and by the service of twenty-seven pence for all services.—*Scoter.* Sir, he avows upon us for the relief, &c.; but we say that no avowry for relief can be made upon any tenant, if the tenant does not claim by succession; now the abbess entered by election; judgment, &c.—*Warrewyk.* Sir, he ought to answer to the cause of our avowry; now that is the tenancy; judgment, &c.—BEREFORD. He has said that you cannot avow upon him for relief, for the reason aforesaid, and he ought not to be compelled to answer to the tenancy where he intends to bar you from the avowry; wherefore reply you to their answer.—*Warrewyk.* Sir, in order to relieve the court, we tell you that our father William was seised of the relief by the hands of

il ad este seisi, &c., meyn meyme ceste Margerie abbesse com par my la, &c., sa verey tenaunt; e pur relef, saver C.s. apres la mort Margerie sa predecessor abbesse, &c., sa tenaunte, si avowe il sur ceste Margerie abbesse com sur sa verey tenaunte. —*Passelegh.* Sire, il ont fet ceste avowerye sur ceste abbesse pur relef apres la mort Margerie sa predecessor, e suppose par lavowerye lez tenementz estre le dreyt sa eglise, ou relef ne put estre demaunde, mes la ou hom entre par succession apres mort de autre; e Margerie ne entra mye par succession apres la mort Margerie sa predecessor, eynz par election, qe ne fet pas degre; e demaundoms jugement sil pusse sur nous pur relef avowerye fere.—*Warr.* Adeprimes respundez si vous tenes de nous par ceux services com nous dioms.—*Passelegh.* Sire, nous sums icy en cas qe chet en ley, e qe chet en agard, si vous pussez sur nous avower pur relef, &c., ratione prædicta; e si nous dussoms respundre a la tenaunce, enqueste joyndreyt par cas entre nous qe servereyt de nyent; e unqore, a fere protestacion a la curt, vous dioms qe nous ne tenoms de luy mes qe vi. vergez de tere, e par les services de xxvii.d. pur tous services, &c.—*Scoter.* Sire, il fet avowerye sur nous pur relefe, &c.; la vous dioms qe nul avowerye ne put estre fet sur nul tenaunt pur relefe sil ne cleyme par succession; mes labbesse entra par election, jugement, &c.—*Warr.* Sire, il covent qil respund a la cause de nostre avowerye, mes ceo est la tenaunce, jugement, &c.—BEREFORD. Il ad dit qe vous ne poez pur relefe sur ly avowerye fere, ratione prædicta; e a respundre a la tenaunce, la ou il vous bye barrer de avower, ne deyt il fere; par quei responez a lor respuns.—*Warr.* Sire, pur deliverer la curt, nous vous dioms qe nostre pere Willame fut seisi de relefe A.D. 1302.

A.D. 1302. Margery, the predecessor, &c., after the death of Lucy her predecessor, and this William also by the hands of Lucy, &c. after the death of Nichole, and our grandfather by the hands of Nichole, after the death of her predecessor, and now we take our title from all this seisin, and they cannot deny that they hold of us by knight-service, [*we pray judgment*] if for the relief we cannot avow, &c. And so to judgment.

§ One John brought replevin against the abbot of C., and counted that wrongfully he took his cattle, to wit, two horses, &c.—*Herle* avowed the seizure, &c., for the reason that the said John holds of him a house, two carucates, and seventy acres of land, by homage, fealty, cornage, and suit to his mill of H., to wit, to grind all his own wheat growing on the seventy acres of land, paying therefore the third vessel; and all the wheat growing on the two carucates of land, paying therefore the sixth vessel, except only the (*wheat growing on*) so much land as one plough can till, for the purpose of consumption at his own free table free of all multure; and for that he came, &c., and went thence with his horses to another mill, therefore he (*the abbot*) seized the horses together with the wheat, as it was lawful for him to do.—*Passelegh.* He has made this avowry for certain services issuing from the soil, and he has not said in his avowry that the seizure was made within the limits of his own fee; judgment on the avowry.—BEREFORD. He has avowed the seizure as made in a certain place, and we will suppose that place to be within his fee, until you show the contrary.—*Scrop.* Sir, the customs of this country are these, that where suit is due to a mill, and he who owes the suit goes to another mill, &c., he to whom the suit is due, whenever he can find him (*the tenant*) going away from his mill, &c., whether within his fee or outside,

par my la meyn Margerie predecessor, &c., apres la mort Luce sa predecessor, e meyme cesti Willame, de Luce &c., apres la mort Nichole; e nostre ael, de Nichole apres la mort sa predecessor; e del oure qe nous prenoms nostre title de tant de seisine, e il ne pount dedire qil ne tenent de nous par service de chivaler, si pur relefe nous ne pussoms avower, &c.; et sic ad judicium. A.D. 1302.

§ Un Johan porta son replevin vers labbe de C., e conta qe atort prit ces avers, nomement deus chivaus, &c.—*Herle* avowa la prise, &c., par la reson qe meyme cesti Jon tent de luy un mes, ii. carues, e lxx. acres de tere, par homage, feaute, e cornage, e par sute a son molyn de H., nomement a moudre tous ces demeynz blez cressanz sur les lxx. acres de tere, pur le tressime vessel, e tous les blez cressanz sur les ii. carues de tere, pur le sessime vessel, hors pris tant com une carue veut arer, a despender a sa franche table quites de mulsture, e pur ceo qil vynt, &c., e ala de iluke ov ces chivaus dek a un autre molyn, si prist les chivaus ove les bles, com ben luy lust.—*Passelegh.* Il ad fet ceste avowerye pur certeyn service issant du soyl, e il nad my dit en savowerye la prise estre fet en son fee; jugement de lavowerye. — BEREFORD. Il ad avowe la prise estre fet en un certeyn lu, e nous entendoms cel lu estre de son fee, si la qe lavez defet.—*Scrop.* Sire, les usages de cel pays sont telez, qe la ou sute est deue a molyn, e cely qe deyt la sute va vers autre molyn, &c., cely a ky la seute est deue, la ou il le purra trover alant de son molyn, &c., en son fee ou hors de son fee, bon ly list a

A.D. 1302. has good right to distrain; and moreover we tell you that the wheat is by the custom forfeited.—*Passelegh.* Sir, and we pray judgment since that he has made this avowry for services issuing out of certain tenements; and he has acknowledged the avowry to have been made out of the limits of his fee; judgment, &c.—*Marb.* Grant what we say, and thereon await judgment.—*Scrop.* If we had distrained for homage or for any other service, then, unless we had distrained within the limits of our fee, and upon the tenements charged [*with the services*], the distress would not have been avowable; but it is not so in this case of suit to a mill, for if I cannot distrain on him out of the limits of my fee, in the case of his going to another mill, I should lose my service for this time; that is, the toll which is my service I cannot at another time distrain for and avow; and besides this we allege the custom of the country: judgment if our avowry is not sufficiently good.—*Passelegh.* Sir, he has properly admitted that if he had distrained for homage, &c., there he ought to have assigned that the distress was made within the limits of his fee, &c., but (he says) not for suit to his mill, and for the reason that if a man &c., there he can every time wait for a distress, &c., but if he grind his wheat at another mill, there the service is lost for that turn, and so it seems to him that he can distrain &c.; and, Sir, we pray judgment, since that he has admitted the suit to the mill to be a service, (and one ought not to use different modes for recovering a service,) if for that suit he can distrain out of the limits of his fee, and avow.—*Passelegh.* We pray judgment of the avowry, inasmuch as he has made this avowry for service out of the limits of his fee, and has not said that it was in pursuing, &c.; and besides this we have it by statute that no man can distrain out of his fee for customary services, &c.; and besides this, as to the distress being forfeit by

destreindre ; e unqore vous dioms plus outre, qe les bles sont forfez par usage.—*Passelegh.* Sire, e nous jugement, dil oure qil ad fet ceste avowerye pur services issants de certeyn tenementz, e il ad conu lavowerye estre hors de son fee, jugement, &c.—*Marb.* Grauntez nostre dit, e demorez la en jugement.—*Scrop.* Si nous ussoms destreine pur homage ou pur autre service, la, sans ceo qe nous ussom destreine en nostre fee, e sur les tenementz chargez, la destresse ne sereyt my avowable ; mes icy nest ceo my de seute de molyn, qe si jeo ne le pusse destreindre hors de mon fee vers autre molyn, jeo perdray mon service quaunt a cel feez, ceo est, la tonnue, qe est mon service, auterfeze ne poey jeo destreindre e avower ; e estre ceo, alleggoms usage de pays ; jugement si nostre avowerye ne seyt assez bone.—*Passelegh.* Sire, il ad ben graunte qe sil ut destreine pur homage, &c. la covendreyt assigner la destresse estre fet en son fee, &c., mes nent pursute a son molyn ; e par la reson qe si home &c., la poet il tuteveyrs atendre pur destreindre &c. ; mes sil mole son ble a autre molyn, la est tele service perdue quaunt a cel feez, par quei ly semble qil purra destreindre, &c. ; sire, e nous jugement, dil houre qil ad conu seute al molyn estre service, e hom ne deyt mye divers maneres user a service recoverer, si par cele sute pusse destreindre hors de son fee, e avowerye fere.—[1] *Passelegh.* Nous demaundoms jugement dil avowerye, pur ceo qil ad fet ceste avowerye pur service hors de son fee, e nad my dit en pursuant, &c. ; estre ceo, par statut nous avoms, qe nul home ne put destreindre hors de son fee pur custume, &c. ; estre ceo, qe la destresse sera forfet par A.D. 1302.

[1] A remark by one of the Judges seems wanting.

A.D. 1302. custom, which is against common right, judgment, &c *Scrop.* alleged that the custom was used, &c.—*Passelegh.* He has made this avowry for service, and by a custom; whereas a man can not avow by reason of a custom for a service, &c.—*Marb.* Admit the custom, and plead to that.

Simon le Rollesby brought Replevin against the Abbot of Saint Benedict for his chattels taken, &c.—*Estrange* avowed the seizure, &c., for the reason that Simon held of him the manor of R., by fealty and by the service of forty-two shillings yearly, of which services he was seised by the hands of R., father of Simon, as &c., and for the relief which is in arrear after the death of R., to wit, forty-two shillings, we avow the seizure upon Simon as upon our very tenant, and that it was within our fee.—*Herle.* Whereas in his avowry he calls it a manor, in fact it is only a house and a carucate of land; and we cannot deny that we hold of him these tenements by fealty and by the service of forty shillings, and we tell you that the tenements passed out of the seisin of his predecessors into the seisin of our ancestors, charged with the full value yearly; and we pray judgment if he can avow the distress for the relief. BEREFORD. You must hold either in knight-service, or free socage, or fee-farm: do you hold by fee-farm?—*Tondeby.* Sir, the tenements came into our seisin charged to the full value.—*Passelegh.* Whereas he says that he holds of us by the service of only forty shillings, &c., we say by forty-two shillings, ready, &c., and pray judgment, inasmuch as he cannot deny that he holds of us by services, &c., which attract relief by reason of its being appendant, if our avowry be not, &c.—*Tondeby* said that he was enfeoffed to hold, &c., by those services, &c., and said that his father after the death of his father, entered as son and heir, and was of full age, without paying relief, and his ancestors before him without paying

usage, qest contrariant a comune dreyt, jugement.— A.D. 1302.
Scrop. allega le usage, use, &c.—*Passelegh.* Il ad fet ceste avowerye pur service e par usage, ou hom ne put par usage pur service avowerye fere; jugement, &c.—*Marb.* Grauntez le usage, pledez par la.

§ Simon le Rollesby porta son replevin vers labbe de Seynt Benet de ces avers pris, &c.—*Estrange* avowa la prise, &c., par la reson qe Simon tynt de luy le maner de R., par feaute, e par les services de xlii.s. par an, des queux services il fut seisi par my la meyn R., pere Simon, com &c., e pur relefe qest arer apres la mort R., saver xlii.s., si avowoms la prise sur Simon com sur nostre verey tenaunt, e en nostre fee.—*Herle.* La ou il nome en sa avowerye, "maner," ceo nest qe un mees e une carrue de tere; e nous ne povoms dedire qe nous ne tenoms de luy ces tenementz par feaute, e par les services de xl.s.; e vous dioms qil passerent hors de la seisine ces predecessors en la seisine nos ancestres, charge a la verey value par an; e demaundoms jugement si pur relef pusse destresse avower.—BEREFORD. Ou il covent qe vous tenez par fee de chivaler, ou par fraunc socage, ou par fee ferme; tenez vous par fee ferme? *Tondeby.* Sire, les tenementz devyndrent en nostre seisine charge de la verey value.—*Passelegh.* La ou il dit qil ne tynt de nous meqe par les services de xl.s., &c., par xlii.s., prest, &c.; e demaundoms jugement, desicom il ne put dedire qil ne tynt de nous par services, &c., qe atreynt a luy relef par reson de apendaunce, si nostre avowerye ne seyt, &c.—*Tondeby* dit qil fut feffe a tener, &c., par ceux services, &c., e dit qe son pere apres la mort son pere, entra cum fiz e heyr, e fut de pleyn age sanz relef doner, e ces ancestres devaunt ly sans relef doner, &c., e dil Replevin.

A.D. 1302. relief, &c.; and since neither he (*the abbot*) or his predecessors were ever seised of the relief, &c., and the charter says "for all services, &c.;" judgment, &c.—As to the two shillings they stood on the averment, and as to the relief they awaited judgment: but the judgment will not be given before the taking of the inquisition.

houre qil, ne ces predecessors, ne furent unqes seisi de relef, &c., e le fet veut pur tous services, &c., jugement, &c. Quaunt a les ii.s. sunt al averement, e al relef au jugement; mes le jugement ne serra pas done avant lenqueste prise. A.D. 1302.

PLEAS BEFORE THE JUSTICES IN EYRE AT LAUNCESTON,

IN THE

30TH YEAR OF THE REIGN OF KING EDWARD THE FIRST.

THE JUSTICES BEING,

JOHN DE BEREWYK, WILLIAM DE BURNETOUN, HENRY SPIGURNEL, JOHN RANDOLPH, AND HERVY DE STAUNTOUN.

HERE BEGIN THE PLEAS IN EYRE BEFORE JOHN DE BERREWIK, AT LAUNCESTON, IN THE 30TH YEAR OF THE REIGN OF THE KING (EDWARD THE FIRST).

A.D. 1302. § At the beginning, when the justices had taken their seats, Sir John de Berrewik,[1] the first in rank, caused his Letters Patent to be read; and then he ordered the sheriff to hand up the writ of general summons which had been sent to him: after this, the chief justice commanded the sheriff to give him his wand, and said, "You "shall take the oath for the whole of this Eyre," and charged him in this wise: "Hear this, ye Justices, that "you shall loyally do what shall be commanded you on "the part of the king, and the counsels of the king and "of his justices shall loyally keep close, and on no "account, &c., so help you God, &c.;" in this oath he shall not say "to my knowledge:" which being done, the wand was re-delivered to him.—BERREWIK. "Sheriff, inform us how many sheriffs there have "been since the last Eyre up to this time, and if they "have lands in this county or in any other, and if any "have died, who are their heirs; moreover, give us "all the names of the bailiffs of this county, and let "us have this written in a scroll." And then were the names of the coroners delivered to the justice by the sheriff. When they (*the coroners*) came, their rolls and scrolls were demanded of them, and they were asked of misadventures which had happened: and those who had their rolls, handed them up to the justices; and when they had their scrolls, it was commanded that, at their peril, they should find out how misadventures had happened; and they took their rolls and put them in their bags, and put thereon the seal of the chief clerk, and they were re-delivered to the coroners. And as to those coroners

[1] The names of the justices given on the other side of this leaf are taken from Iter Roll, which, most likely, gives the true spelling.

INCIPIUNT PLACITA IN ITINERE JUSTICIARIORUM CORAM JOHANNE BERREWIK, LAUNCETUN, ANNO REGNI REGIS XXX.

§ Au comencement quaunt les Justices se assisterent, A.D. 1302.
Sire JON DE BERREWIK, chef de la place, fit lire sa patente; e pus comanda al Vesconte qil ly baillat son bref, qe mande ly fut de la general somouns, e fut lu; apres ceo, la chef Justice comanda a Vesconte qil ly baillat sa verge; e dit, "Vus frez le serment pur "tot cest heyr;" e le charga en teu manere; "Ceo "oyez vous Justices, qe vous leument freez ceo qe "homme vous comandra de par le Rey, e le conseil "le Rey[1] e ses Justices leument celeret,[1] e pur ren "&c., se deu vous eyde, &c." En ce serment ne dirra yl pas a mien escient[2]: quo facto, la verge ly fut rebayle.—BERREWIK. Viconte, fetz nous a saver com ben des Vicontes ount este pus le procheyn heir jeke ensa; e sil eynt teres en ceo counte ou en autre; e sil seynt morz, qi sount lour heyrs; ausint nous fetz aver toz le nouns de baylif de ce counte, e nous fetz aver cest chose en escrouet. E pus, si furent le nouns de Coroners baylle a la Justice par le Veconte; e com il vindrent, si lur furent lour roules e lour escrouests demaundez, ausi cum lez aventurz furunt avenuz; e ceus qe aveynt roules, lez bailleynt avant a lez Justices; e quant il aveynt lor escrouez auxsi cum lez aventurs furent avenuz, fut comande qil lez quysent, sur lor peryl; e priserent lor roulez, e lez misterent en lor bagges, e misterent le seal le chef clerk, e furent rebayles a lez coronerz. E de ceu Coroners

[1] B. has not "le conseil le Rey," or "celeret."

[2] C. alone has "a mien escient."

A.D. 1302. who did not come, the sheriff was ordered to go to their houses, and turn out the wives and children, and to take their lands into the king's hands until they should come: and in like manner it was ordered with regard to the heirs of those coroners who had died since the last Eyre, and who did not come; and each heir who did come was to answer for the time that his father was coroner. And afterwards the sheriff brought the names of the bailiffs who came, and they were charged in this manner, making their oath: "Hear ye this, &c., that "you shall loyally do what you shall be commanded "to do on the king's behalf, and shall loyally choose "two good men of your bailiwick who best may "know and will and can say the truth, and who "are not procurers or maintainers of any manner "of strife in the county, and who are not appealers "or appealed, or maintainers of appealers or ap-"pealed, of any kind of pleas of the Crown, and "who have not banded themselves in any alliance "against the coming of the justices; so help you "God, &c." These being chosen by the bailiffs, were sworn in this wise: "Hear ye this, &c., that you "loyally &c., choose twelve good men from among you "and the others," as last aforesaid. And then the two good men of each hundred went out without the bailiff, and made their panel from each hundred which answered by twelve; and likewise from the towns which answered by the same number they made their panels, and from those which answered by six. And they delivered in their panels, which were put on files. After this, those who had put themselves on the Great Assise proferred themselves in this wise: —"A. de B. "proffers himself against J. de W. in a plea of the Great "Assise;" and one of those who was a tenant in such a plea, was called for on the proffer of the demandant, and he came not. — *Mutford* prayed that the justices would record, &c.—*Kyng.* An essoin for him, &c. And it was entered, and not adjourned nor adjudicated. And

qe ne vindrent poynt, fut comande a Vesconte qil alat a lour mesounz, e enbotast femmes e enfaunz, e qil prist lor terez en la meyn le Rey, taunt qil venisent; e ausi fu comaunde dez heyrs askuns dez coroners qe mortz furent pus le procheyn eyr, qe ne vindrent poynt; e cely qe vynt respoundi pur le tenz sun pere. E pus le Vicounte porta le nouns de bayllifs qe vindrent, e furent chargez en teu manere en lor serment fesaunt: "Ceo oyez, &c., qe vous leument "frez ce qe homme vous comandra de par le Rey, e "leaument elirrez deus prodeshommes de vostre bayllye "qe meuz sachent, veyllent, e pussent verite dire, qe "ne seynt procurors ne meyntenours de nule manere "de baret en counte, ne qe seyent appelourz ne "appelez ne mayntenours des appelors ne appeleryz "ne appelez[1] de nule manere de play de la coronne, "ne qe seyent alyez en nule manere de aliaunz "encountre la venue dez Justices, se deu vous "&c." Quibus electis per ballivos, jurati fuerunt in hunc modum: "Ceo, &c., qe vus leaument, &c., elir-"rez xii. prodeshommez de vus e dez autrez," ut supra in proximo. E pus isserent le deuz prodes-hommez de chescon undrid sentz le bayllif, e feseynt lor paneal de chescun hundred qe respundent par xii.; e ensement de vilez qe respundent par ataunz, feseynt lour paneals; e ceus qe respundent par vi.; e liverer-ent sus lor paneals, e furent mys en filaz. Apres ceo, ceus qe ce avoynt mys en la graunt assise, se profreynt en tiele manere:—"A. de B. se profre vers "J. de W. de play de graunt assise; e un de ceus qe fut tenaunt en teu ple fu demaunde sus le profre le demandant, e ne vint poynt.—*Mott.* pria qe les Jus-tices reccordasent, &c.—*Kyng.* Un essone pur cely, &c.; A.D. 1302.

[1] The seven words preceding the word appelez are not in B.

A.D. 1302. so the suit pends. And afterwards, all the inquests of the twelve from the hundreds and the towns, when they had given in their panels, were commanded that, according to their articles, they should give in the names of conspirators. And then the names of conspirators were given into the hands of the justices, and all who came were called for severally; and it was ordered by the justices that they should find six mainpernors to ensure their appearance at a certain day to be appointed by the justice, and that they should remain out of the Eyre at a distance of twelve miles until they were sent for, and that if within that period they were found within twelve miles of the Eyre that they should be seized as the king's felons.

Nota. § Note, that the essoin "de ultra mare" does not hold good in Eyre, &c.; the reason is, because he who essoins himself may be summoned within the forty days, although he was not in the country at the day of proclamation of the Eyre. But, according to some, it is otherwise of an essoin by reason of being in the Holy Land.

Nota. § Note, the view was granted by BERREWIK in a "cessavit per biennium," where the writ was brought against the tenant on his own cesser, notwithstanding that the demandant said that he ought not to have the view, and that it was his own wrong, wherefore &c. The reason is, that he may hold several tenements in the same vill, and by the view he may be certified of which tenement he has ceased.

§ Thomas the son of Roger Lovel brought his writ of "Mesne" against one Roger the son of Thomas, and counted that tortiously he did not acquit him of services which our lord the King demanded for the freehold in C. which he holds of the said Roger; and tortiously for this, that whereas he holds of him certain tenements in C. by homage, and by fealty, and by relief, that is to say, after the death of his an-

e fut entre, e nient ajourne ne agiugge; et sic pendet. A.D. 1302.
E apres, totes les enquestes de xii. dez hundreds e dez vilez, quaunt il avoynt livere sus lur paneuz, furent comande qe, solum lor articles, meysent sus le nouns de conspiratours. E dunqes furent le nouns de conspiratours liverez en meyns de Justices, e furent demaundez severaument qi vindrent; e fut comaunde par le Justices qil trovasent vi. meynpernours destre serteyn jour quaunt la Justice lour freyt a saver, e qil fussent demoraunz hors del Eyr a xii. luez, taunt qil fussent mandez; e sil fusent trovez dedanz le jour dedenz le heyr xii. luez, qe lem lez prist com feloun le Rey.

§ Nota quod "essonium de ultra mare" ne gist pas en Eyr de Justices, &c.: ratio, pur ce qe cely qe se fet assoner put estre garni dedenz le xl. jurs, coment qil ne fut pas en pays le jur de la crie del Eyr. Secus est, secundum quosdam, del essone de la tere seynte. Nota.

§ Nota, qe la vewe fut graunte per BERREWIK en un "cessavit per biennium," la ou le bref fut porte vers le tenaunt de sun cesser demeyne; non obstante qe le demaundant dit qe il ne dut la vewe aver, qe ce fut son tor demeyne, par quei &c.; ratio, pur ce qil pout tener divers tenementz en meme la vile, e par la vewe estre asserte de quel tenement il avoyt cesse. Nota.

§ Thomas le fiz Roger Lovel porta sun bref de mene vers un Roger le fiz Thomas, e conta qe atort ne li aquita de services, qe nostre seygnur le Rey li demaunda, du fraunc-tenement qe del vaundit Roger tient en C.; e pur ce atort, qe la ou il tient de ly certeyn tenementz en C. par homage, e par feute, e par relef, saver, apres la mort sun ancestre xii. s. vi. d. De Medio.

A.D. 1302. cestor xii. *s.* vi. *d.* for all services; and for which services he ought to acquit him against all persons, there comes our lord the King, and distrains him for service to his court, from three weeks, &c.: and to compel him to do this distrains his oxen and cows and joined plough, so that he cannot till his land, &c.: wherefore he has often come to the said Roger, as to his mesne lord, and requested him to acquit him; but he would not acquit him, but suffers him to be distrained by his default, and tortiously, &c.—*Lanfar* defended, &c.: Sir, we do not think that on this count he ought to be answered; for whereas he says in his count that our lord the King distrains him for service, &c., he ought to have said that our lord the King demanded suit, &c., and to compel him to do this distrained him; and this he has not done in his count, therefore we pray judgment &c. — SPIGORNEL. It is a sufficient demand when he distrains for the suit.—*Lanfar.* How do you claim acquittance?—*Hunt.* You and your ancestors have acquitted us and our ancestors from time of which there is no memory.—*Kyngesham.* Acquittance is matter of Right, and naturally implies some specialty; and you do not show any special deed by which we are bound to acquit you, neither can you say that we have up to the present time acquitted you in any Court of Record: judgment if you can claim acquittance against us.—BERREWIK. Do you claim any interest in these services?—*Kyngesham.* We claim nothing. —BERREWIK. If the chief lord demands of him more services than he ought to do to you, do you think that by a disclaimer you can relieve yourself from acquittance?—*Hunt.* We will aver, as above.—*Westcot.* And it seems that that averment is not sufficient to bind us to the acquittance, which acquittance is matter of Right, and binds a man for ever; and in order to bind us to acquittance, he only shows a possession in which our ancestors have acquitted his ancestors; and

pur touz services, e par queus services il ly deyt aquiter vers tote gent, la vent nostre seygnur le Rey, e ly destreine pur sute a sa court de treis semayns, &c., e a ce fere, ly destreine par se beffs, e se vaches, e sa carue joynt, issi qil ne put sa tere gaugner, &c.; dount il ad sovent venuz a meme celi Roger, cum a sun mene, e ly aie prie qil ly aquitat; il aquiter ne ly voleyt, eynz li seufre estre destreint, par sa defaute a tort, &c.—*Lanfar* defendi, &c.; Sire, nentendoms pas qe a cel counte deyt il estre respoundu, qe la ou il dit en contant, qe nostre seygnur le Rey ly destreina pur sute, &c., la dut il aver dit qe nostre seygnur le Rey ly demaunda la sute, &c., e a ceo fere ly destreina; e ce nad il pas dit en contant, dont nous demaundoms jugement, &c.—SPIGONEL. Assez le demaunde il quaunt il ly destreine pur la sute.—*Lanfar.* Quei avez vus del aquitaunce?—*Hunt.* Vus e vos auncestres avez aquite nous e nos auncestres du tens dunt il ne ad memorye.—*Kyngesham.* Aquitaunce est le dreyt, e naturelement veut especiaute; e vus ne moustret nul fet especial par le quel nous vus sums tenuz al aquitaunce; ne vus ne poez dire qe nous vus eyems eynz ces hours aquite en curt qe port record; jugement si vus nous nul aquitance pussez disreygner.—BERREWIK. Clamez vus ren en cez services?—*Kyngesham.* Nous ne clamoms ren.—BERREWIK. Si le chef segnur ly demaunde plus de services qil ne deyt fere a vus, entendez vus par un desclame oster vus del aquitance?[1]—*Hunt.* Nous voloms averer, ut supra.—*Westcot.* E semble qe cel averement ne suffit pas de nous lier a la quitance, quel aquitance est en le dreyt, e ly homme pur toz jurz; e a nous lier a la quitance si ne mostre il forqe une possession, qe nos ancestres ount aquite sez ancestres, ne il ne peut dire

A.D. 1302.

[1] C. has, quasi diceret non.

A.D. 1302. he cannot say that we have acquitted him in a Court of Record: judgment, if his possession which he alleges, ought to bind us to acquittance, which is a matter of title.—*Brumpton* did not allow, &c.—*Kyngesham.* We do not claim anything, &c., judgment, &c.—*Hunt.* We have tendered to you our homage, so that it is your fault if you are not seised of our homage; judgment, &c.—*Brumpton.* If he was impleaded of the tenements and vouched you, and you should demand wherefore, and he should say by reason of his homage, and you should say that you were not seised of his homage, and he could aver tender of the homage so that the default was not on his side, I think that he would bind you to warranty; so in this case, since he wishes to bind you to acquittance by his homage, although you are not seised of that homage, yet, inasmuch as he avers that it was not by his default, it seems, &c.—SPIGONEL (to *King*). If the tenant brought his writ "de homagio recipiendo," would you be admitted to disclaim his homage? (intimating the negative).—*Mutteford* said that it was a good answer to a writ "de homagio recipiendo" to say, "I have "no claim to your homage."—*Brumpton.* If the lord brought his writ for customs and services, and counted of the seisin of his ancestor descended to him, I think that he would drive the tenant to do the service, unless he (the tenant) showed some matter of title by reason whereof he ought not to do the services: also on the other hand, since the tenant avers the seisin of the lord and of the lord's ancestors of the services of him and of his ancestors, he shall be held to acquittance, if he cannot show something else justifying non-acquittance, as by saying "I ought not to acquit "you, for you yourself attorned to the chief lord in "respect of the services;" judgment, &c.—BERREWIK. If he vouched you to warranty by that homage, he would bind you to warranty; and so, since you would

qe nous ly eoms aquite en curt que port record; juge- A.D. 1302.
ment si sa possession qil alegge nous deyt lier a quitance qe est en le dreyt. — *Brumpton.* Non allocavit, &c.—*Kyngesham.* Nous ne clamoms ren, &c.; jugement, &c.—*Hunt.* Nous vus avoms tendu nostre homage; dunt en vus remeynt qe vus ne estes seisy de nostre homage; jugement, &c. — *Brumpton.* Sil fut enplede dez tenementz, e il vus vochat, e vus demaundissez pur quei, e il deyt par son homage, e vus deyssez qe vus ne fussez pas seisy de sun homage, e il pusse averer le tendre del homage, issi qe la defaute ne fut pas en luy, je entenke qil vus liereyt a la garantie; ausi par desa, de pus qe il vus veut lier a la quitance par sun homage, coment qe vus ne seez pas seisy de cel homage, de pus qil veut averer qe ce nest pas sa defaute, il semble &c.—SPIGONEL (a *Kyngesham*). Si le tenaunt portat sun bref "de homagio recipiendo," seriez vus rescuz a desclamer en sun homage? (quasi diceret non).—*Mutteford* dixit quod est bona responsio ad breve de homagio recipiendo, "jeo ne cleym "ryen en vostre homage." — *Brumpton.* Si le segnur porta sun bref de custume e des services, e contat de la seisine sun auncestre descendu a ly, jeo entenk qil chacereyt le tenaunt a fere le service, sil ne moustra ascune chose qest en le dreyt par quei il ne deyt ceyz services fere; ausi de autre part, de pus qe le tenaunt veut averer la seisine le seygnur e sez ancestres de ses services e de lez services sez auncestres, si sera il tenu a la quitance, sil ne pusse autre chose moustrer par quei il ne li deyt aquiter, com a dire "aquiter ne vus dey, qe vus memes estes atturne "a chef seygnur de services;" jugement, &c.—BERREWIK. Sil vus vouchat a garrantie par cel homage, si vus lieret a la garrantie; dunt depus qe vus serrez lie a la garrantie, qest plus aust, i semble qe vus

A.D. 1302. be bound to warranty, which is a matter of higher degree, it seems that you shall be bound to acquittance, which is as it were an accessory and of lower degree. And on the other hand, if homage were in demand, you would acquit him of the homage; and why not of the suit?—*Kyngesham.* Homage acquits homage. —SPIGONEL. The greater the reason. —*Kyngesham.* If the tenant produce a charter to bind his lord to acquittance, and the charter contain only a clause of warranty without a clause of acquittance, the lord would not by that charter be bound to acquit; therefore, although the lord be bound to warranty by the homage of his tenant, it by no means appears that that homage ought to bind him to acquittance, &c.

§ Proclamation at the Eyre. "We command on "behalf of the King, that no man be so bold or so "daring as to ill-treat any one who purposes to sue "another for trespass committed against him, or to "sue any person who has abetted the trespass, under "pain of incurring the penalty provided for such a "proceeding; and that all those who desire to prosecute "their plaints against bailiffs or others, draw up their "bills and deliver them to the sheriff, and find pledges "to prosecute, and they shall be heard, and right "accustomed shall be done to them."

§ One John brought his writ of Ael against one B., and laid his descent from Baldwyn to Robert as son, from Robert to R. as son, and from R. to John as brother.—*Mutford.* This Baldwyn your grandfather had a son named William, older than Robert your father, who entered after the death of Baldwyn, and held and died seised, &c.; judgment on this writ; and that he had such a son, ready, &c.—*Middelton.* Do you give this as a reply?—*Kyngesham.* We urge it in abatement of the writ.—*Middelton.* B. our grandfather had no

serrez lie a la quitance, qest ausi com un accessori, e plus bas. E dautre part, si homage fust en demaunde, vus ly aquiterez del homage, pur quei nyent de la seute.—*Kyngesham.* Homage quite homage.—SPIGONEL. En affermant la resun.—*Kyngesham.* Si le tenaunt meyt avant chartre pur lier sun seygnur a la quitance, en quele chartre ne fut compris forqe soulement clause de garrantie, saunz aquitance, si ne sereyt mye le seygnur par cele chartre a la quitance lie ; dount coment qe le seygnur seyt lie a la garrantie par le homage sun tenaunt, ne semble mye qe cel homage deyve a la quitaunce lier, &c. A.D. 1302.

§ PROCLAMATIO IN ITINERE. "Nous comandoms, de par " le Rey, qe nul homme seyt si hardi ne si ose de " meffere a nul homme qe vodreit sure vers ascun de " trespas a ly fet, cum a autre qe seyt conselaunt pur " ceux trespases swyr, souz la payne de ce enpurveu ; " e qe touz qe vodreynt swyr ascune pleyntes vers " baillifs ou autres, facent lur billez, e les liverent a " vicunte, e trovassent pleges a swyr, e lem les orra, " e les face commune dreyt."

§ Un Jon porta sun bref de Ael vers un B., e fit sa decente de Bawdewyn a Robert com a fiz, de Robert a R. com a fiz, de R. a Jon com a frere.—*Mutford.* Cel Bawdewin vostre ael avoyt un fiz William par noun, eygne de Robert vostre pere, qe entra apres la mort Bawdewyn, e tynt, e morut seisy, &c., jugement de cesti bref ; e qe il y avoyt un tel, prest, &c.—*Middelton.* Volez ce pur respouns ?—*Kyngesham.* Nous le voloms pur bref abattre.—*Middelton.* Qe B. nostre De Avo.

A.D. 1302. such son ; ready, &c.—*Westcote.* We vouch to warranty, by aid of this court, R. de G., who shall be summoned in this county.—*Middelton.* You shall not be allowed this voucher, for you have given a reply that B. had a son, &c., who entered, &c. ; and upon this you have offered an averment ; on which reply we went out to imparl ; and we will aver that B. had no such son who entered, &c. ; judgment, if to that voucher you ought at this time to be admitted.—BERREWIK. Can you give any other reason why he ought not to vouch ?—*Middelton.* As before.—BERREWIK. Let the voucher stand.—The reason is, because they only pleaded by way of abatement of the writ ; and after pleading by way of abatement, &c., a party may yet vouch to warranty : and so it stood.

§ John de Trewenni, &c., " entre sur la disseisine en " le post " against Reginald de Treroys and Rose his wife, and it said " into which he had not entry except " after the disseisin which one Anneys thereof effected " of one John his grandfather, whose heir, &c., since " the first, &c."—*Hunt,* You cannot claim anything in those tenements, for we tell you that your grandfather was seised of the homage of our grandfather, and your father of the homage of our father, and that we have often tendered our homage to you ; so that it is your own fault that you are not seised of our homage ; judgment if you can claim anything in these tenements.—*Middelton.* Is this your reply ?—*Hunte.* We tell you that John your grandfather, who you say was disseised by Agnes, after that Agnes had given these tenements to one John Dekyn, granted and confirmed the gift which Agnes made during the seisin of the said John Dekyn our grandfather, reserving to himself homage and the said services ; judgment if in opposition to this deed and that homage you can maintain an action.—*Middelton.* The deed and the homage are

ael aveyt nul tel fiz, prest, &c.—*Westcote.* Nous vochoms a garantie, par eyde de cest court, R. de G., qe serra somone en ce counte.—*Middelton.* A ceo vocher ne seret rescu, qe vus avez done un respouns qe B. aveyt un fiz, &c., qe entra, &c., e sur ceo avez tendu un averement, sur quel respouns nous issimes de enparler; e voloms averer qe B. navoyt nul tel fiz qe entra, &c.; jugement, &c., si vus devez a cel vocher ore aparmemes estre resceu.—BERREWIK. Savez autre chose dire pur quei il ne deyt vocher.—*Middelton.* Ut supra. —BERREWIK. Estoyse le vocher. Ratio, pur ce qil ne plederent forke al abatement du bref; apres qe home eyt plede al abatement, &c., si pout home vocher a garantie: et ideo stetit. A.D. 1302.

§ Jon de Trewenni, &c., "entre en le post sur la dis- "seisine" vers Ren. de Treroys e Rose sa femme, e dit, "en lez queus il nad entre si noun pus la dis- "seisine qe une Anneys de ce enfit a Jon sun ael "qi heir, &c., pus le primer, &c."—*Hunt.* Vus ne poez en ceus tenementz ren demaunder, qe nous vus dioms qe vostre ael fut seisy del homage nostre ael, e vostre pere del homage nostre pere, e qe nous avoms nostre homage sovent tendu a vus, issi qe ce est vostre defaute qe vus nestes de nostre homage seisy; jugement si vus pussez ren en cez tenementz demaunder.—*Middelton.* Volez ceo pur respouns?—*Hunte.* Nous vus dioms qe Jon vostre ael qe vus dites estre disseisy par Agneys, apres ce qe Agnes aveyt done cez tenementz a un Jon Dekyn,[1] graunta e conferma le don qe Agneys fit, en la seisine celi Jon Dekyn nostre ael, reservaunt a ly le homage e lez autres services; jugement si encountre ce fet e cel homage pusez accion aver.—*Middelton.* Ces sount deuz gros, le fet e le homage; e pur ce tenez vus a Entre sur disseisine en le post.

[1] C. has, Johan de King.

A.D. 1302. two distinct things, therefore keep to one of them.—*Kingesham.* The homage comprises the grant and confirmation which your grandfather made; wherefore we shall have the benefit of both.—*Middelton.* If I deny the deed, and it be found that it was not the deed of my ancestor, you shall never bar me afterwards by the homage; wherefore it is fit that you should keep either to the deed or to the homage.—*Hunt.* We hold to the deed.—*Middelton* prayed oyer. And the deed purported that John had granted and confirmed to John Dekyn the gift which Agnes had made to him, but contained no word of warranty or of release.—*Middelton.* If a man is to be barred by the deed of his ancestor, it will be for one of two reasons; either for that his ancestor released and quit-claimed all his right, or for that he bound himself and his heirs to warranty; now, as this deed does neither one nor the other, judgment, &c.—BERREWIK. Is it your ancestor's deed or not?—*Middelton.* We cannot deny that it is his deed; but judgment, as above.—BRUMPTON. You have been told that the king shall be barred by a like deed, therefore much more, &c.—*Middelton.* Sir, we tell you that John our grandfather was under age when the deed was made; judgment, &c.—*Kingesham.* Of full age, &c., and the others the contrary.

§ Note, that in a "cessavit per biennium," in counting of seisin of services, one ought not to make mention of taking the esplees; per SPIGONEL.—Also, where the writ is brought against the tenant on his own cesser, the writ ought to say, "tenet," and not "tenuit."

§ A. brought a writ of Ael against one John, counting of the seisin of T. his grandfather, descending to William as son, and from William to him as son.—It was replied by *Westcot*; Sir, we tell you that Wil-

lun.—*Kingesham.* Le homage comprent graunt e le con- A.D. 1302.
fermement qe vostre ael fit, par quei nous enjoyrums lun e lautre.—*Middelton.* Si jeo dedeyse le fet, e trove fut qe ce ne fut mye le fet mun auncestre, vus ne me barriez mye apres par le homage; par quei il covent qe vus tenez au fet, ou al homage.—*Hunt.* Nous tenoms au fet.—*Middelton.* Loye.—E voleyt le fet qe Jon avoyt graunte e confirme a Jon Dekyn le doun qe Agneys ly fit, saunz parole de garantie ou de reles.—*Middelton.* Celi qe deyt estre barre par le fet sun auncestre, ce serra par un de deus resonz, ou pur ce qe sun ancestre relessa e quiteclama tot sun dreyt, ou pur ceo qil obliga ly e ces heyrz a la garantie; dount desicom ce fet ne veut lun ni lautre, jugement, &c.—BERREWIK. Est ceo le fet vostre ancestre ou noun?—*Middelton.* Nous ne poums dedire qe ce nest sun fet; mes jugement ut supra.—BRUMPTON. Dit vous fut hore qe le Roy serra barre par tel fet, dont a mout plus fort, &c.—*Middelton.* Sire, nous vus dioms qe Jon nostre ael fut dedenz age a tens quaunt ce fut fet; jugement, &c.—*Kingesham.* De pleyn age, &c., e contra.

§ Nota, qe en le "cessavit per biennium," en contant Nota.
de la seisine de service, si ne deyt homme fere nule mencion de la prendre dez esplez; par SPIGONEL. Item, ou le bref est porte vers le tenaunt de sun cesser demene, si dirra le bref "tenet," e noun pas "tenuit."

§ A. porta bref de Ael vers un Jon, contant de la De avo.
seisine T. sun ael, decendant a William com a fiz, de William a ly com a fiz. Feust respoundu par *Westcot;* Sire, nous vus dioms qe William par my qi il ad

A.D. 1302. liam, through whom he has counted, during the seisin of Robert our feoffor, released and quit-claimed all his right by this writing which we produce; and we pray judgment if in opposition to this release, &c.—*Mutford.* What have you to do with that Robert, to whom you say that the quit-claim was made by William our father?—*Westcot.* We hold of him as tenant. —And *King* said, a right of action once extinguished is for ever extinguished, &c.—*Mutford.* It was not the deed of our ancestor; ready, &c. And the other side said the contrary. But it would have been otherwise if he had vouched to warranty, for then it would have been necessary that he should make himself privy.

§ To a writ of account in socage, where the account was demanded for three manors, it was replied by *King,* As to one manor, we say that he ought not to be answered, for it is held by knight-service; judgment, &c.—BERREWIK. Of whom is it holden by knight-service?—*King.* Of Robert de C., who granted the wardship to us for so long as this John who brings the writ should be under age.—*Lanfar.* Our ancestor died seised of these tenements, and you after his death seized the wardship as nearest relative, to whom the wardship of the lands holden in socage belongs; judgment, &c.—BRUMPTON. Does not your writ state that the tenements are holden in socage? If you wish to maintain the action, you must support the writ. Adam tells you that the tenements are holden by knight-service; what say you? — *Lanfar.* In socage.—And the other side said the contrary.— *King.* As to the second manor, your father granted this manor to us for the term of our life, and we were seised until you yourself disseised us, and we recovered against you by writ of novel disseisin; judgment, &c.—*Lanfar.* Our father died seised, and you

counte, en la seisine Robert nostre feffour, relessa e quiteclama tot sun dreyt par cest escrit qi cy est ; e demaundoms jugement si encontre ceu reles, &c.—*Mutford.* Qest vus a cely Robert, a ki vus dites la quiteclame estre fet par W. nostre pere.—*Westcot.* Nous tenant de tenement. Et subjungit *King,* Accion une fez esteynt e pur tous jors esteynt, &c.—*Mutford.* Nient le fet nostre ancestre, prest, &c. Et alius in contrarium. Secus tamen fuisset, sil eust voche a garantie, qe la covendreit il qil se fereyt prive com apent assigne. A.D. 1302.

§ A un bref de acounte en sokage, la ou le acounte fut demaunde en treis maners, fut respoundu par *King,* Quaunt al un maner, il ne deyt estre respoundu, qe nous dioms qe ce est chyvalerie ; jugement, &c.—Berrewik. De qi tenuz en chivalerie?—*King.* De Robert de C., qe nous graunta la garde tant com cesti Jon, qe porte le bref, fut dedens age.—*Lanfar.* Nostre ancestre morut seisy de cez tenemens ; e vus apres sa mort, seysitis la garde com procheyn amye, a qi la garde appent dez tenemenz qe sunt tenuz en sokage ; jugement, &c.—Brumpton. Ne veot vostre bref qe lez tenementz sunt tenuz en sokage ; dount si vus volez nul accion aver, si covent il qe vus meyntenez vostre bref. Qe Adam vus dit qe les tenemenz sunt tenuz en chivalerie, qe dites vus?—*Lanfar.* En sokage.—Et alius in contrarium.—*King.* Quaunt al altre maner, vostre pere nous graunta cel maner a terme de nostre vie, e seisy fums tant cum vus meymes nous disseissites, issi qe nous avoms recoverey vers vous par bref de novel disseissine ; jugement, &c. —*Lanfar.* Qe nostre pere morut seisy ; e qe vus De compoto in sokagio.

A.D. 1302. seized the wardship as next relative; ready, &c.—*King.* Not so.—*King.* As to the third manor, we tell you that the mother had the wardship of this manor; judgment, &c.—*Lanfar.* Whatever our mother had, she had by livery from you; and since you seized the wardship as next relative, and she had nothing except as administratrix, and answers to you for the issues; judgment if you ought not, &c.—*King.* Since you have admitted that the mother was seised of the manor, &c., and thereby have saved your action against her, judgment if you can, &c.—*Lanfar.* You held this manor as guardian; ready, &c.—And the other side said the contrary.—THE INQUEST said that the first manor whereof he demanded the wardship was holden in socage, and that he had the wardship of that manor for ten years; and as to the second manor, that his father had granted it for term of life; and as to the third that he had the wardship for two years.—BRUMPTON. Therefore the court awards that he render an account; and that he be in mercy, because he had refused to account: and he appointed auditors to settle the accounts.

§ One John brought his writ of "formedon en le "descender" against W. Bercard.—*Hunt.* We vouch to warranty A. de B., son and heir of W. de B., to whom the reversion belongs, and who is under age; and he is here in court, and prays his age.—And he was inspected by the Justices.—HERVY. Can you give a reason why he should not have his age?—*Lanfar.* No.—HERVY. Since you cannot, neither can we, &c.; and so let him have his age.—The same thing happened on the morrow, where the writ was brought against an infant under age, who said that his father died seised, and that he entered as son and heir, and he prayed, &c.; and forasmuch as the demandant, &c.,

seysites la garde com procheyn amy ; prest, &c.— A.D. 1302.
King. E contra.—*King.* Quaunt al terz maner, nous dioms qe la mere avoyt la garde de cel maner ; jugement, &c.—*Lanfar.* Ceo qe nostre mere avoyt, si avoyt ele de vostre livere ; e de pus qe vus seysites la garde com procheyn amy, e ele ren navoyt si noun com administrere, e respound a vus dez issuz, jugement si vus ne devez, &c.—*King.* Depus qe vus avez conu qe la mere fut seisie del maner, &c., e par taunt avez vostre accion sauve vers ly, jugement si vus pussez, &c.—*Lanfar.* Qe vus tenites ceo maner en noun de garde ; prest, &c. Et alius in contrarium.—LENQUEST dit qe le primer maner dount il demaunda la garde, fut tenu en sokage ; e qil avoyt la garde de ceu maner dez anz ; e en dreyt de lautre, qe sun pere lavoyt graunte a terme de vie ; en dreyt del terz, qil avoyt la garde deus anz.—BRUMPTON. Pur ce, agard la Curt qil ren la acounte ; e en la mercy, pur ceo qil ala defuant lacounte ; et assignavit auditores ad audiendos compotum.

§ Un Jon porta sun bref de fourme de don en le descendere vers W. Bercarde.—*Hunt.* Nous vochoms a garantie A. de B., fiz e heyr W. de B., a qi la revercion apent, qest dedenz age, e est si present en curt, e prie sun age. E fust veue dez Justices.—HERVY. Savez ren dire pur quei il ne deyt aver sun age.—*Lanfar.* Navyl.—HERVY. Depus qe vus ne savez, ne nous, &c. ; e pur ce eyt sun age.—Idem contingebat in crastino, ou le bref fut porte vers un enfant dedenz age, qe dit qe sun pere morut seisy, e il entra com

De forma donacionis en le descendre.

A.D. 1302. therefore it was adjudged that he should await his age, &c.

§ In a writ of Entry brought against C. it was replied by *Kyng:* Sir, he vouches to warranty, by aid of this court, Robert de Hales, and we pray that he may be summoned in the county of B.—BERREWIK. Sue out a writ to the sheriff of B. to cause your warrantor to come on the morrow of All Souls.—And it was said by *King,* that he shall have the same delays in this case, as if the matter had been in Banc.

§ Note, that *Lanfar* in a "nuper obiit" prayed the view, and then vouched to warranty, and he was ousted from both by BERREWIK.—And then he said, Sir, this writ lies between parceners who claim tenements in parcenary; and we tell you that we take this property as purchaser by the gift of one Stephen de C.: judgment of this writ.—*Kyng.* This Stephen, &c., was our father, and died seised; ready, &c.—*Lanfar.* This Stephen during his life enfeoffed us; ready, &c.—*King.* If it be found that our father died seised, you will lose your purparty in consequence of the claim by purchase which you have made.—BERREWIK. That is a false conclusion.—*Lanfar* (in fear). Sir, we hold to this, that his father did not die seised of these tenements, &c.—It was found by the INQUEST that the father did die seised; whereby she recovered her purparty without damages.—In a similar suit, the tenant said that he was enfeoffed, and claimed by purchase.—HERVY. You shall say when you were enfeoffed; before the death of the ancestor, or after?—*Lanfar.* We say, before.—HERVY. That is equivalent to saying that the ancestor did not die seised; and that traverses his writ.—The others said the contrary; and so they went to a jury.

fiz e heyr, e pria, &c.: e pur ceo qe le demandant, A.D. 1302.
&c., par quei, &c., fut agarde qil atendesit le age, &c.

§ En un bref de entre porte vers C. fut respoundu Entre.
par *Kyng*. Sire, il voche a garantie par eyde de ceste curt Robert de Hales, qe sera somone en le Counte de B.—BERREWIK. Suez bref a viconte de B. de fere venir vostre garantor lendemayn dez almes.—E par *King*, Il avera en teu cas meme lez delays qil averoyt en baunke.

§ Nota, que *Lanfar* en un "nuper obiit" demanda Nota, en un nuper obiit.
la veue, e pus vocha a garantie, e fut oste de lun e de lautre, par BERREWIK.—E pus dit, Sire, cesty bref gist entre parcenerz qe cleyment tener en parcenerie, e vus dioms qe ce est nostre purchaz, du don un Estevyn de C., jugement de cesty bref.—*Kyng*. Cely Estevene &c., fut nostre pere, e morut seisy, prest, &c.—*Lanfar*. Qe cely Estevyn nous feffa en sa vye, prest, &c.—*King*. Si trove seyt qe nostre pere morust seisy, vus perdrez vostre purpartye pur le clame qe vus feystez par purchaz.—BERREWIK. Cest un maveys consequens.—*Lanfar* (propter timorem). Sire, nous tenoms a ce qe sun pere ne morut paz seisy de cez tenementz, &c.—Trove fut par Enqueste qe le pere morut seisy; par quei ele recovera sa purpartie sanz damages.—In simili placito, le tenaunt dit qil fu feffe, e clama par purchaz.—HERVY. Vus dirrez le quel vus futes feffe, avant la mort launcestre, ou apres.—*Launfar*. Nous dioms qe devant.—HERVY. Tant amount qe le ancestre ne morust pas seisy; e ceo est travers a sun bref. E lautre le revers; et sic ad patriam.

A.D. 1302. § Ralph de Tregony brought his writ of Entry against one Richard, and the writ said "into which he " had not entry except through Thomas his brother, " who leased it while he was not of sound mind."—*Lanfar.* You cannot maintain the action, for we tell you that Julian de M. your father, whose heir you are, granted and confirmed the gift of your brother by this charter, and bound himself and his heirs to warranty; whereby if we, &c., you to us shall be, &c.; and the charter stated, " I have granted and confirmed " to R. de T. the donation which T. my son made to " him; and I and my heirs will warrant this gift and " charter to the said Robert and his heirs."—*Mutford.* You admit the entry through our brother as our writ states; but you put forward a collateral deed made by one of whom we have made no mention in our writ, or in our descent; judgment, &c.—BERREWIK. Is it the deed of your ancestor?—*Mutford* acknowledged the deed, and then said: Sir, this deed ought not to prejudice us, for the reason that the words by which he thinks to bar us of our action are at the end of the charter, to wit, " this gift we will warrant;" which warranty has reference to the words immediately preceding, and not to the land; for the charter does not say, " I &c., the said land will warrant;" judgment if by that charter which contains no specific warranty of the land, &c.—*King.* The warranty contained in the charter of Julian your father has relation to the gift which T. your brother made to us, by which gift the possession was transferred to our person, and so you are bound to warrant this gift which is complete in itself; and since you are bound to warranty by that charter which is the deed of your father, and by which charter you would be bound to warrant us if a stranger were to implead us, judgment if in opposition, &c., you can maintain the action.—*Mutford.* If a stranger were to implead you of these tenements, and you were to

§ Raf de Tregony porta sun bref de entre vers un Richard, e dit, " en le queus il navoyt entre si noun " par Thomas sun frere qe ce ly lessa tant cum il ne " fut pas de bone memorye."—*Lanfar.* Vus ne poez accion aver, qe nous vus dioms qe Julian de M. vostre pere qi heyr vus estez, graunta e confirma le doun vostre frere par ceste chartre, e obliga ly e sez heyrs a la garantie ; dont si nous, &c., vus nous serriez, &c., e voleyt la chartre " concessi e confirmavi R. de T. " donationem quam T. filius meus ei fecit : et ego e " heredes mei hanc donacionem et cartam predicto R. " et heredibus sois warrantizabimus."—*Mutford.* Vus grauntez lentre par nostre frere auxi com nostre bref veut ; mez vus metez avaunt un fet costeyn de cely, de quei nous navoms fet nul mencioun en nostre bref, ne en nostre descente, jugement, &c.—BERREWIK. Est ce le fet vostre ancestre?—*Mutford* graunta le fet, e pus dit, Sire, ce fet ne nous deyt nuyre, par la resoun qe les parolez par le queus il nous bye barrer de accioun, si sunt notez en la fine de la chartre, scilicet, " hanc donacionem warrantizabimus " la quele garantie ad relacioun a lez parolez precedens, e nient a la tere ; qe la chartre ne veut my " ego &c., predictam terram " warrantizabimus ; " jugement si par cele chartre qe nule garrantie de tere ne veut en ly memez, &c.—*King.* La garrantie qest compris en la chartre Julian vostre pere si ad relacioun a don qe T. vostre frere nous fit ; par quel don la possession fust translate en nostre persone ; e issi estes vus tenu a garantir ceu don qest en ly memes pleyne ; e depus qe vus estes tenuz a la garantie par cele chartre qest le fet vostre pere, e par quele chartre vus nous serrez lye a la garantie, si un estraunge nous enpledat, jugement si encontre, &c., pussez accioun aver.—*Mutford.* Si un estraunge vus enpledat de ces tenementz, e vus me

A.D. 1302. Entre dum non fuit compos mentis.

A.D. 1302. vouch me to warranty by that charter, it would be a good reply to say, I owe you no warranty, for I have a right of action to demand the same tenements; then, since I should never be bound to warranty against a stranger by that charter, for the same reason it seems that I shall not be deprived of my action. (*King* denied this.)—BRUMPTON. I take it that you shall be bound to warranty by those words, "this gift, &c.;" for if the king grants and confirms land, he shall be bound to warrant by that grant, &c.; much more then shall you, &c.—*Mutford.* It is a peculiarity of the king that he binds himself to no one in warranty.—And afterwards the party lost his writ by non-suit.—And (by *Mutford*) in the same way should he be deprived of his action in a writ of Right by the deed of his father, whose heir he is, and whose deed he is bound to warrant, &c.

§ To a writ of Cosinage which two women brought, counting of the seisin of Thomas their cousin, which descended to John as brother, and from John to them as daughters; it was replied by *Kyng*, that Thomas was their uncle, in which case they might have a writ of Mordancester: and the writ was quashed.

§ R. acknowledged the tenements comprised in the writ to be the right of Michael de Cornwall, as those which he had of his gift; and moreover, he granted that the third part of the mill at C., which his mother held by way of dower of the heritage of the said R., and which third part, after the death of the said T. ought to revert to him, should remain to M. &c. Thereupon came one William and said that the said R. had enfeoffed him of the two other parts of the said mill, together with the reversion of the remaining third part when it should fall in, on which grant T. the mother of R. attorned to him for the

vochates a garantie par cele chartre, si sereyt ce bon respouns a dire, "garantye ne vus dey, qe jeo ay "accioun a demaunder memes lez tenementz;" dont de pus qe je ne serrey mye lye a la garantie vers un estraunge par cele chartre, par meme cele resoun semble il qe joe ne serrey mye rebote de accioun. (Qe est faus par *Kyng*).—BRUMPTON. Je vus profs qe vus serrez tenu a la garantie par celez parolez "hanc dona-"cionem," &c.; qe sy le Rey vus graunte e conferme une tere, si serra il lye a la garantie par cel graunt, &c., par mot plus fort dont vus, &c.—*Mutford.* Ce est especialte en le Rey qil ne se lye a la garantie a nuly.—E pus perdi la partie sun bref par noun sute, &c.—E (par *Mutford*) eodem modo debet repelli ab accione in brevi de recto, per factum patris sui cujus heres ipse est, cujus factum tenetur warrantizare, &c. A.D. 1302.

§ A un bref de cosinage qe deuz femmes porterent, contant de la seisine Thomas lor cosin, descendant a Jon com a frere, e de Jon a eus com a filles, fut respoundu par *Kyng*, qe cely Thomas fut lor uncle, ou il pount aver le mordauncestre: et cassatur breve. Cosinage.

§ R. conut lez tenementz contenuz en le bref estre le dreyt Michel de Cornewayle, com ceus qil avoyt de son don; estre ce, graunta il qe la terce partie del molyn de C., la quele sa mere tyent en noun de dowar del heritage meme cesty R., e la quele terce partie apres la mort cel T. a ly deyt reverter, remeygne a M., &c.—Sus vint un William e dit qe meme cely R. ly avoyt feffe dez deuz parties de ceu molyn, ensemblement ov la revercioun de la terce partie quaunt ele eschirreyt, par quel graunt T. la Finis.

A.D. 1302. fealty; and he prayed that no fine to his disinheritance might be levied.—*Mutford.* What have you to show?—*Hunt.* See here the deed of the said Robert, which proves it: and the deed said "I have given "and granted to William de B. all my mill at C." without mentioning any reversion. — *Mutford.* The deed states that Robert gave you all his mill at C., and he had only two parts, and he could not give the third part of which his mother was seised; judgment, if by this deed which contains no mention of the reversion, you can stay the fine.—*Hunt.* R. gave to us all the mill, &c.; and T. attorned to us for her fealty in his presence; ready &c. — *Poleyn.* You can do nothing but put your claim higher than the fine; and then, although you offer to aver an attornment made to you, the Court has no power to receive that averment, for it would be without any proof that there was any plea subsisting between you; wherefore &c.—BRUMPTON. If you would levy a fine of land whereof I am seised, I shall never, please God, be allowed to stay the fine. And so also shall it be in this case.—*Mutford.* T. never attorned; ready, &c. — And the other side said the contrary, &c. — And then William did not await the inquest; wherefore the fine and the concord were received by the Court; and W. was in mercy: and the woman was present in Court, and did fealty, &c.

§ Showeth to you Richard de Kilcard who is here, that John de B. who is there, tortiously does not perform to him the customary and rightful services which he ought to do, in respect of the freehold which he holds of him in N.; and tortiously for this, that whereas he holds of him a house and one carucate of land, with the appurtenances in the said town, by homage and fealty, and also by relief, to wit, five marks after death of every ancestor, and by the services of six pence yearly, and by suit to his court of N. every

mere R. se attorna a ly de sa feute, e pria qe nule fine ne se levast en sa disheritance.—*Mutford.* Qe avez de cel?—*Hunt.* Veez cy le fet meme cely Robert qe ceo tesmone; e voleyt le fet "dedi et concessi "Willelmo de B. totum molendinum meum de C." saunz parole de revercioun.—*Mutford.* Le fet veut qe Robert vus dona tot sun molyn de C., e ce ne fut forqe lez deuz partiez; qe Robert ne pout mye doner la terce partie dont sa mere fut seisye; jugement si par ce fet, qe nule revercioun veut en ly meme, pussez ceste conusaunce desturber.—*Hunt.* Qe R. nous dona tot le molyn, &c., e qe T. se attorna a nous en sa presenz de sa feute, prest, &c.—*Poleyn.* Vus ne poez ren fere qe metter vostre cleym sus la fyn; dont coment qe vus tendet de averer un attornement fet a vus, la curt nad mye pouer de receyver cel averement, qe ce serreyt saunz garant qe il ny ad nul ple ceynz entre vus; par quei, &c.—BRUMPTON. Si vus volez lever fin de la tere dont jeo fu seisy, ne serrai jeo my receu a desturber cel fyn, si deu plest; si serra auxi par de sa.—*Mutford.* Qe T. ne se atturna unkes, prest &c. Et alius contrarium, &c. E pus William ne atendi pas lenquest; par quei la fyn e la pes fut resceu de curt; e W. en la mercy; e la femme fut present en curt e fit feute, &c. A.D. 1302.

§ Ceo vus mostre Richard de Kilcard qe cy est, qe Jon de B. qe la est, a tort ne ly fet costumes e dreiturels services, qe fere ly deyt, del fraunc-tenement qe de ly tent en N.; e pur ceo atort, qe la ou il tent de ly un mez, une carue de tere ov lez apurtenaunz en meme la vile, par homage, e par feute, e par relef, saver, apres la mort chescun ancestre v. mars, e par lez services de vi. d. par an, e par sute a sa curt de N. de treis semaynes, &c., e des queus services meme cesty Richard fut seisi par my sa mayn, cum De consuetudinibus et serviciis.

A.D. 1302. three weeks, &c., and of which services the said R. was seised by his hand as by the hand of his, &c; namely of the homage and the fealty, and the relief, and the suit, as of fee and of right, and of the rent in his demesne, &c.; the esplees, &c., (which was not necessary, in my opinion); and he has withdrawn his suit tortiously, and tortiously for this, that he was seised by his hand as by, &c., in time of peace; in the time of the king, &c., aforesaid, for the space of four years this said John has withdrawn from him his suit, to his damage, &c., good suit, &c.—*Lanfar* denied &c., and the right of Richard, and his damages, and prayed a view.—*Hunt.* You well know for what tenements you have done homage to us; wherefore &c. —*Lanfar.* Never seised of the suit; ready, &c.—*Hunt.* I have always understood that the seisin of the son is one and the same as the seisin of his father, until the son be disturbed; and we aver that our father was seised; wherefore his seisin must be replied to.— SPIGONEL. Your writ and your count state that you yourself were seised; so it is enough for him, in this writ, to traverse by "never seised," and therefore I advise that you obtain a writ stating the seisin of your father, to which a different reply must be made. And he asked leave to procure a better writ, and obtained leave. And he procured one.

§ Note, that the form of this writ was held good by BERREWIK; "into which he had not entry, except by "C. who demised the same to him, who thereof un- "justly &c., disseised the said B.;" notwithstanding "that *Middelton* said that these words "demised "the same to him" were a nullity in the writ.— BRUMPTON. A writ and fines which are not repugnant ought to be upheld; and since that it may be supposed that he who committed the disseisin leased to the tenant, therefore is the writ maintainable. And the writ stood good, as to the form of it.

par my la mayn, &c., nomement de homage e de feute, e de relef, e de la sute, cum de fee, e de dreit, e de la rente en sun demeyne, &c., lez esplez, &c.; (quod non esse necesse, ut credo;) dont la sute ly ad il sustret atort; e pur ce atort, qil meme fut seisy par my sa mayn, com, &c., en tens de pes, en tens le Rey, &c., avandit, tant qe mount a quatre anz, qe meme cesty Jon cele sute ly ad sustret, atort es sez damages &c.; sute bone, &c.—*Lanfar* defendi &c., e le dreyt Richard, e ces damages; e demaunda la vewe.—*Hunt* Ben savez de queus tenementz vus nous avez fet homage; par quei, &c.—*Lanfar.* Unkes seisy de la sute, prest &c.—*Hunt.* Je ay apris qe la seisine le fiz est une ove la seisine sun pere, taunt qe le fiz seyt desturbe; e nous voloms averer qe nostre pere fut seisy; par quei il covent a sa seisine respoundre.—SPIGONEL. Vostre bref veut, e vostre conte, qe vus memes fustes seisy; dont assez ly suffit en cesty bref, a traverser "unkes seisie," &c.; e pur ce jeo lo qe vus purchaz vostre bref de la seisine vostre pere, ou il covent autre respuns doner. Et petiit licentiam querere melius breve, et habuit. Et sic fecit. A.D. 1302.

§ Nota qe la fourme de cesty bref fut afferme bone par BERREWIK "in quod non habet ingressum nisi per "C. qui idem ei dimisit, qui inde injuste, &c., dis- "seisivit predictum B." nonobstante quod *Middelton* dit qe celes parolez "idem ei dimisit" fut nugacion en bref.—BRUMPTON. Bref e fins qe ne sunt pas repugnant si deyt homme meyntener; e depus qil put estre ensemble qe cely qe fit la disseisine lessa au tenant, si est le bref meyntenable. Et stetit breve quoad formam. Nota.

A.D. 1302. § Showeth to you Robert and Matilda, his wife, and Sibil, who are here, that John, who is there, tortiously withholds from them a house with the appurtenances in N.; and tortiously for this, that one Sibil, great-grandmother of the said Matilda, and cousin of the said Sibil (demandant) was seised thereof in her demesne as of fee, in time of peace, &c., the explees, &c., and died seised; from Sibil the fee and demesne descended, as it ought to descend, to Tassie and Alice as daughters and one heir; from Tassie descended the fee and demesne, &c. (of her purparty), to Richard as son; from Richard to Matilda as daughter, who now, with Richard her husband, is demandant. From Alice descended, &c., of her purparty to William as son; from William to Sibil as daughter; from Sibil returned, &c., to Jordan as uncle, being brother of William, who was father of Sibil; from Jordan descended, &c., to Walter as son; from Walter to Sibil, the present demandant, as daughter: and if John, &c., Robert and Matilda and Sibil have thereof, &c.—*Westcot.* We do not consider that on this writ they ought to be answered; because this Sibil, the present demandant, who makes herself cousin, is in the right line having regard to Sibil her ancestor, of whose seisin, &c., and in such a case the writ of Cosinage is not maintainable; judgment of the writ.—BERREWIK. They have made in their writ a resort from Sibil to one Jordan, which resort maintains their writ, and makes it good; otherwise your reply would be conclusive.—*Kyng.* If they had brought their writ on the seisin of that Sibil, then the writ would have been good, but since they bring their writ in respect of the seisin of Sibil, who is farther off in degree than a great-great-grandmother, judgment, &c.—BRUMPTON. The statute says that in an assise of Mordancester, he who is nearer may draw to him one who is farther removed in blood, and that is

§ Ce vus mostre Robert e Masthie sa femme, e Sibile qe cy sunt, qe Jon qe la est atort les deforce un mez ou les apurtenaunz en N.; e pur ce atort, qe un Sibile besael lavandite Mathie, e cosine lavandite Sibille, en fut seisie en sun demene com de fee, en tenz de pes, en tens, &c., les esplez, &c., e morrut seisie; de Sibile descendi le fee e le demeyne, e descendre devoyt, a Tassie e a Alice, com a fillez e un heyr; de T. descendi le fee e le demeyne, &c., a Richard com a fiz; de Richard a Mathie com a file qe ore demaunde, ensemblement ov Richard son baroun; de Alice decendi, &c., de sa purpartie a William com a fiz; de William a Sibile com a file; de Sibile resorty, &c., a Jurdan com a uncle, frere William pere Sibile; de Jurdan descendi, &c., a Walter com a fiz; de Walter a Sibile qe ore demaunde, com a fille; e sy Johan, &c., Robert e Mathie e Sibile en ont, &c. —*Westcot.* Nous nentendoms my qe au teu bref deveynt il estre respoundu; qe cest Sibille qe ore demaunde, e qe se fet cosyn, sy est en la drette line eant regard a Sibile sa auncestre, de qi seisine, &c.; ou le bref de cosinage nest pas meyntenable; jugement de bref.—BERREWIK. Il unt fet un resort en lor bref de Sibille a un Jordan, lequel resort meyntent lor bref e le fet bon; autrement vostre respuns sereyt bon.—*Kyng.* Sil ussent porte lor bref de la seisine cel Sibile, dunke serreyt lor bref bon; mes depus qil portent lor bref de la seisine Sibile, plus haut qe a eux tersz-ael, jugement, &c.—BRUMPTON. Le statut[1] veut qe en assise de Mordauncestre, qe cely qest plus pres pusse attrere a ly cely qest plus forreyn en le sank; e ce est a entendre infra quartum gradum; dont depus A.D. 1302.

[1] 6. Ed. 1. Glouc. c. 6.

A.D. 1302 to be understood within the fourth degree; then, since Sibil is beyond the fourth degree, and makes her descent to her uncle, which descent you do not deny, it seems to us that the writ is good enough.—*Westcot* prayed a view; and obtained it. Afterwards the demandants lost their writ by non-suit; because all the serjeants agreed that the writ could not be supported in this case.

§ Henry de Bodreugam complained by bill, that Thomas le Arcedekne tortiously and against the peace of our lord the King, came with force and arms at a certain day, year, and place, and assailed, beat, and wounded him, and his goods, &c.; and that tortiously and against the peace he took away William, son and heir of B., who was in his wardship, and to his damage, &c.—*Middelton* denied the tort and force, and as to its being against the peace of our lord the King, and the coming, &c.; and said that Thomas did nothing against the peace. So a jury was summoned. THE INQUEST said that Sir Ralph de Bloyon, on the same day as that complained of by Henry le Bodreugam, came to the inn of Thomas le Arcedekne, and there they had a long conversation; and afterwards Sir Ralph and Thomas and their followers went to the house of William Beyon, where Sir Henry was. Sir Rauf entered, together with all the others, except Thomas who did not enter, and requested Henry that he would deliver up to them an infant who was in ward to him; but Henry would not do so. Strife arose between them, and Henry was beaten and wounded, as he complains of having been.—BRUMPTON. What right had Sir Henry to the wardship?—The INQUEST. None, save the wardship of the infant by virtue of his mother having delivered him (to Henry) in consequence of a disagreement between Sir Ralph and the mother.—BRUMPTON. After the fact, where

qe Sibile est passe le quarte degre, e fet son resort a sun uncle, lequel resort vous ne dedites nent, il semble a nous qe le bref est assez bon.—*Westcot.* La veue. Et habuit;—pus perdirent lor bref par non-sute; pur ce qe par touz les serjaunz le bref ne fut pas meyntenable en le cas. A.D. 1302.

§ Henri de Bodreugam se pleynt par bille qe Thomas le Arcedekene atort e encontre la pees nostre segnur le Rey deut aver venu a force e az armes, certeyn jur, an, lu, a ly dust aver assayle batou e nafre, e ces bens, &c.; e William fiz e heyr B. en sa garde esteant atort e encontre la pees amena, a ses damages, &c.—*Middelton* defendi tort e force, e quant qe fut encontre la pees nostre segnur le Rey, e le venir, &c.; e dit qe Thomas ne fit ren encontre la pees. —Ideo jurata, &c.—LENQUEST dit qe Sir Rauf de Bloyon vint, meme le jur qe Henri de Bodreugam se pleynt, al ostel Thomas le Arcedeken, e iloke aveynt grant conseyle; e pus apres, Sir Rauf e Thomas e lour menage alerent nutandre a la meson William Beyon ou Sire Henri fut. Sir Rauf e toz les autres entrerent, forpris Thomas, qe ne entra mye, e prierent Henri qil lez liverat un enfaunt qe fut en sa garde; yl ne le voleyt fere. Contenge sourdy entre eux, e Henri fut batou e naufre ausi com il se pleynt.—BRUMPTON. Quel dreyt avoyt Sir Henri en la garde?—LENQUESTE. Nul dreyt si noun la garde del enfaunt par la livere sa mere, par contenk qil y avoyt entre Rauf e la mere.—BRUMPTON. Apres le fet fete, ou alerent?— Pleynt per bille.

A.D. 1302 did they go?—THE INQUEST. To the house of Thomas, and there the infant remained full three days afterwards.—*Middelton.* Sir, bear in mind that Sir Thomas did not beat or wound, as stated in the plaint.—SPIGONEL. If three thieves come to a man's house, and one forces and enters the house, and the other two stand outside in the meantime, they shall all three be taken and convicted of this, whatever judgment you may think will be passed on the two.—*Middelton.* It is different in case of burglary or appeal of death of a man, from what it would be in trespass.—BRUMPTON. Go on now to the damages, and tell us if they carried away any goods or armour, &c.—THE INQUEST. They did not carry away any chattels, but we assess his damages at one hundred marks.—*Middelton.* Sir, there are others who committed the trespass, and against whom the plaintiff can recover; we entreat you to take this into consideration.—BRUMPTON. Know that none of the others shall ever take exception by reason of this judgment for he has his action against each one, and each one is liable to the whole, and he shall recover his damages against each one severally, if he choose to sue him; and forasmuch as he is convicted of having gone armed in company with Sir Ralph, and his followers entered the house as before-mentioned, thereby it well appears that he was an assenting party to what took place, and we consider him altogether as a principal, and the Court adjudges that Henry do recover his damages, which are assessed at a hundred marks, and that Sir Thomas do go to prison.—*Middelton.* Sir, Thomas prays mainpernors. — BERREWIK. You may agree with the party, and as to what concerns the king we will show such favour as the law allows.—In the course of this case BRUMPTON said, that a buffet given to a knight or noble, was as bad as a wound given to one of the rabble.—On another day Sir Thomas was brought from prison, and he prayed mainpernors.—BERREWIK.

LENQUEST. A la meson T., e ilek demora lenfaunt ben A.D. 1302.
treis jurs apres.—*Middelton.* Sire, eez regard qe Sir T. ne ly baty nent, ne naufret auxi com il se pleynt.—
—SPIGONEL. Treis larons vendrent a la mesun un homme, lun entrera e brusera la mesun, e les qe se fra se tegnerent a dehors dementers ; il serunt toz treys pris e atteyns de ce sy, quel jugement tendez vus qe se fra en dreyt de la deux.—*Middelton.* Cest autre en bourgerie e en appel de mord de homme, qe ne seyt en trespas.—BRUMPTON. Enparlez de damage, e dites nous sil porterent noul chateuz e armoure, &c.—LENQUESTE. Il ne porterent nul ren de chateuz : mes ces damages taxom nous a cent marz.—*Middelton.* Sire, il y unt autres qe furent a trespas fere, e vers le queus il ad sun recoverer ; e priom qe vus eez a ce regard.—BRUMPTON. Entendez qe nul des autrez navera james excepcioun de ce jugement; qe il ad sa accioun vers chescun, et unusquisque in solidum tenetur, e il recovera ces damages vers chescun severalement sil se veut pleyndre ; e pur ce qe ateynt est qe il ala en la compayne Sir Rauf arme, e cez gentz entrerent la mesun ut supra, e par taunt pert ben qil fust assentant a ce qe fut fet, e en tout ly tenoms nous principal fessor, si agard la curt qe Henri recovre ses damages, qe sunt taxez a cent mars, e Sir Thomas a la prisun.—*Middelton.* Sire, Thomas vus prie meynpernours.—BERREWIK. Face gres a la partie, e en dreyt de ce qe touche le Rey, si ly from nous tot de grace com ley seuffre..—En ce ple dit BRUMPTON, qe il charga plus un bef done a un chivaler ou a un prode, qe un play done a un ribaud.—A un autre jur Sir Thomas fut amene hors de prisun, e pria meynpernours.—BERREWIK. Avez fet gre a la partie ?—*Thomas.* Sire, navyl.—Pus parlerent Sir Henri e Thomas, si qe Henri graunta a Thomas respit de un

A.D. 1302. Have you arranged with the plaintiff?—*Thomas.* No, Sir.—Then Sir Henry and Thomas went out; and Henry gave Thomas a respite of a fortnight, provided that he should in the mesne time abide by the judgment, and remain under the jurisdiction of the justices. —BERREWIK. Know, that if by your consent he be once let out of prison, we shall never send him back again by virtue of this our present judgment; but as to the recovery of damages, which is given by statute, if he remain continuously in custody, you shall have execution whenever you please.

§ Walter de Beupre brought an assise of novel disseisin against Walter de Kent and several others; thereupon came one John named in the writ, and said that Walter was tenant of the tenements, and is dead. —BERREWIK (to the plaintiff). Was Walter tenant on the day when the writ was purchased?—*The Plaintiff* said that he was; wherefore the writ abated. —*Lanfar* (for the plaintiff). The writ names others who hold other tenements, and we pray seisin against them.—BERREWIK. You ought to have said that, when you were asked if Walter was tenant.—And the writ was quashed as to all, by virtue of the first judgment.

§ John de Houlenden brought an assise of Mortdancester against one Andrew, and prayed that it might be found by the assise if he was, &c.—*Hunt.* There ought not to be an assise at this time; for we tell you that Luke de C. and Beatrice his wife held a third part of this house on the day when the writ was obtained, and they are not named in the writ; judgment, &c.; and if it should be found that we were entirely tenant on the day &c., we tell you that he wrongfully brings this assise; for his father enfeoffed us of this tenement, so that he did not die seised, &c.

quinzeyne issint qil demora tot dementres a meme cest agard, e sus le power de justices.—BERREWIK. Sachez vous qe sil seyt une foet par sufferaunz de vous deliverez hors de la prison, james ny enferrez autrefez par nous par vertu de cel jugement, mes en dreyt del recoveryr des damages qe done est par statut, si demort il tot jors sus meme la garde, de ceo vous avez execucioun quaunt vous vodrez. A.D. 1302.

§ Walter de Beupre porta un assise de novel dissei- Novel disseisin.
sine vers Walter de Kent e plusiours autres; sus vent un Jon nome en le bref, e dit qe Walter fut tenaunt dez tenementz, e est mort; e demaunde jugement de bref.—BERREWIK (al pleyntif). Fut Walter tenaunt le jor de bref purchace?—Il dit qe oyl; par quei le bref se abati.—*Lanfar* (pur le pleyntif). Yl y est altres nomez en le bref, qe tenent autres tenementz e prioms la seisine vers eux.—BERREWIK. Cest dussez vous aver dit quaunt homme vus demaunda si Wautier fut tenaunt.—Et breve cassatur versus omnes per primum decretum.

§ Jon de Houlenden[1] porta un assise de mordan- Mordancestre.
cestre vers un Andreu, e pria qe conu fut par lassise sil fut, &c.—*Hunt.* Assise ne deyt pas estre quaunt a ore; qe nous vous dioms qe Luce de C. e Betrice[2] sa femme tyndrent la terce partie de ceu mees le jur de bref purchacez, nient nomez, &c.; jugement, &c.; e si trove seyt qe nous fums pleynement tenauntz le jur, &c., a vus dioms qe atort port ele cest assise, qe son pere nous feffa de ceo tenement, issi qil ne morut pas seisi, &c.—LASSISE charge e jure, &c., dit

[1] Holand, in C. | [2] Desire, in C.

A.D. 1302. —The ASSISE (having been charged and sworn) said that the ancestor did not die seised in his demesne as of fee.—*Hunt.* We waive our first challenge, and pray judgment on the principal point.—BRUMPTON (to the Assise). Tell us if L. and B. were tenants of the third part of the house on the day &c.—THE ASSISE. Yes, Sir.—BRUMPTON. Therefore this court adjudges that John &c., by this writ; but that he be in mercy, &c. And let him sue out another writ, if he think fit so to do.

§ To an assise of "novel disseisin" brought against John de Norvile and Joan his wife, it was replied by *Kyng,* John answers to you that he has not committed any tort or disseisin, but found his wife seised; and Joan tells you that she entered by one Robert, not named &c.; and if it be found that she did not enter by him, we tell you that Walter, the plaintiff &c., was never seised, &c.—THE ASSISE. Joan entered by Robert &c.—So the writ was quashed by BRUMPTON.

§ Two brothers brought a writ of "novel disseisin" against one Richard Godemadoke.—*Hunt.* There ought not to be an assise; for we tell you that John Russel, their ancestor, gave these tenements to G. our father, and Mabel his wife, and the heirs of their bodies begotten, with a provision that if they should die without heir, &c., that one moiety should revert to him, and the other moiety to G., and Mabel his wife died without heir, &c. John Russel died and had two daughters, Agnes and Eve; from Agnes proceeded Richard, one of the present plaintiffs; from Eve proceeded William, and from William proceeded A., also one of the plaintiffs; G., although there was no necessity, his reversion not being questioned, pleaded so well with Agnes, that Agnes released and quit-claimed to him all her right, by this writing which we have here. William, the father of A., in like manner released and quit-claimed to the said G.,

qe launcestre ne morut pas seisi en son demene cum de fee.—*Hunt.* Nous weyvoms nostre primer chalenge, e prioms jugement en le principal.—BRUMPTON (a lassise). Dites nous si L. e B. furent tenauntz de la terce partie del mees le jur &c.—LASSISE. Sire, oyl. —BRUMPTON. E pur ceo agarde ceste curt qe Jon, &c., pur ce bref; eynz seyt en la mercy &c. E qil se purchace par autre bref, sil quide de ben fere. A.D. 1302.

§ A un assise de novel disseisin porte vers Jon de Norvile e Jone sa femme,—fut respondu par *Kyngesham,* Jon vus respound qil nad fet nul tort ne nul disseisin, eynz trova sa femme seisie; e Jone vus dit qele entra par un Robert nent nome, &c.; e si trove seyt qil nentra pas par ly, nous vus dioms qe Watier qe se pleynt &c., ne fut unkes seisi, &c.—LASSISE. Qe Jone entra par Robert, &c.—Ideo cassatur breve per BRUMPTON. Novel disseisin.

§ Deuz freres porterent un assise de novel disseisine vers un Richard Godemadoke.—*Hunt.* Assise ne deyt estre, qe nous vus dioms qe Jon Russel lor auncestre dona ceuz tenementz a G. nostre pere, e a Mabille sa femme, e a lur heyrs de lor cors engendres, e sil diviasent saunz heyr, &c., qe la moyte retornereyt a ly, e a lautre moyte a G. Mabile sa femme morut saunz heyr, &c.—Jon Russel morut e avoyt deuz filles Agneys e Eve; de Agnes issit Richard qe ore se pleynt; de Eve William; de William A., qe ore se pleynt auxi; G., la ou nul mestre ne fut pur doute de reversioun, parla taunt bel ov Agneys, qe Agneys ly relessa e quiteclama tot sun dreyt par cest escrit qe cy est. William pere A. en meme la manere relessa e quiteclama a meme cely G., qe mist avant la Novel disseisin.

A.D. 1302. who produces the charter of John Russel, the donor, and the two quit-claims; so that this Richard and A., who now bring this assise, abated on the tenements: after the death of G., our father, we came without delay and ousted them, as it was lawful for us to do; and we pray judgment if of this abatement in opposition to the deed of their ancestor, and without their showing any new title whereby a freehold has accrued to them, there ought to be an assise.—*Simon King.* Seised and disseised; and we pray the assise.—BERREWIK. Are you under age?—*Kyng.* If I were to say that my ancestor died seised of these tenements, and that I entered after his death as son and heir, and it should be found that I was seised by feoffment, I should recover by assise; then, since you can take no advantage although I should show my title, I pray judgment if I ought to show any title.—BERREWIK. If you will not show a title, we shall have something else to say to you; therefore I recommend that you show your title.—*Middelton.* They put forward three deeds, and each one is peremptory; and we pray that they may hold to one.—*Hunt.* If this were a præcipe, what you say would be correct; but we are here on a plea of an assise, where we may have ten different reasons, &c.; and on the other hand, we do not use each deed as a bar, but we employ them to compel you to show title, how &c., after these deeds made by your ancestors.—*Kyng.* Our ancestors were seised after &c.; ready by the assise.—And afterwards the plaintiffs became non-suited; and therefore they were in mercy for their false plaint.—In this plea one of the brothers was a leper, and when this fact was stated, BERREWIK (the justices being asked so to do) sent a certain clerk to him outside the hall where the pleas were held, in whose presence he appointed an attorney to sue in his name.

chartre Jon Russel le donour, e lez deuz quiteclames ; issi qe cesty Richard e A. qe ore portent cest assise se abatirent en ceux tenementz ; apres la mort G. nostre pere, nous venimes freschement, e les ostames, com ben nous list ; e demaundoms jugement, si de cel abatement encontre le fet lor auncestre, saunz mostrer novel tytel coment fraunc-tenement lor est accru, assise deyve estre.—*Simond Kyng.*[1] Seisi e disseisi, e prioms lassise.—BERREWIK. Estes vus dedenz age.—*Kyng.* Si je deyse qe mon auncestre morut seisi de ceus tenementz, e qe je entray apres sa mort com fiz e heyr, e trove fut qe jeo fu seisi par feffement, si recoverage par lassise ; dont depus qe vus ne prendrez nul avantage, tut mostrace jo mon title, jugement si je dey nul tytle mostrer.—BERREWIK. Si vus ne volez mostrer title, nous vus dirroms altre chose ; e pur ce, lo je qe vus mustret vostre title.—*Middelton.* Il mettent avant treis fets, e chescun est peremtori ; e prioms qil se tegnent a lun.—*Hunt.* Si ce fut un precipe, vus dirrez ben ; mes nous sums cy en un play de assise, ou nous poms aver dez diverz resons, &c. : e de altre part, nous ne usum pas chescun fet cum barre, eynz les usum de vus chacer a mustrer title coment &c., pus ces fetz fetes par vos auncestres.—*Kyng.* Nos ancestres seisis pus, &c. ; prest par assise.—E pus firent les pleyntifs un nonsute ; ideo in misercordia pro falso clamore.—In isto placito unus fratrum fuit leprosus, et quando dictum fuit, cum petiebatur a Justiciariis, BERREWIK misit quendam clericum ad eum extra aulam ubi placita tenebantur, in cujus presentia fecit attornatum suum qui pro eo sequebatur. A.D. 1302.

[1] C. has "*Kyngesham.*"

A.D. 1302. § The oath of the first knight of those four who ought to choose the Great Assize.

" Hear this, O ye Justices, that I will lawfully choose " sixteen knights girt with swords, from among myself " and the others, who best know and will say the truth, " as to who has the better right to a house with its ap- " purtenances in A.; whether J. de A. as he holds it, or R. " to have it as he claims; nor will I fail, to my know- " ledge, to choose otherwise than lawfully; so help me " God, &c."—And then, when all four had been sworn, it was ordered by BERREWIK that they should choose, as above mentioned, and that the parties should go with them, and that these should be chosen by the assent of the parties; and then, when they were chosen, they were sent for, and the sheriff was ordered that he should cause them to come on the third day afterwards, and that in the mesne time he should give the view to such as demanded a view at their peril. And he appointed the same day to the parties; on which day they came, and, in like manner, the knights who were chosen; and the first knight took the oath as follows: BERREWIK administering the oath to the knight; " Hear this, O ye Justices, that I will say " truly, and will not fail, who has the better right to " eighteen perches of land, and the third part of " seven acres of land, with the appurtenances in N.; " whether William Bodom, parson of the church of C., " to hold in right of his church at C. as he holds, " or, J. Kilcayt to have them as he claims; so help " me God, &c."—Then, when another was going to swear, *Mutford* wished to have challenged him; but BERREWIK said, Hold, you shall not now challenge any; since you heretofore assented.—When they were all sworn, BERREWIK (said) Good sirs, John de Kilcayt heretofore brought a writ of right against W. de Bodom, and demanded against him eighteen perches, &c.: thereupon W. came and put himself upon God

§ Sacramentum primi militis illorum quatuor qui debent eligere magnam assisam. A.D. 1302.

Ceo eyet vus, justices, qe jeo lealment elyrray xvi. chivalers seynt despee de mey e dez altres, qe meuz sachent e voilent la verite dire, le quel ad meudre dreit a un mes ov lez appurtenaunz en A., J. de A. sicum il tent, ou R. aver sicum il demaunde; e pur ren ne lerray qe lealment ne ellurray a moun escyent, si deus, &c.—E pus, quant il furent jures tut quatre, fust commande de part BERREWIK qe eux elysent, ut supra, e qe lez partiez alasent ove eux, e qe ceux fusent eluz del assente de parties; e pus quant il furent eluz furent demaundez, e commande fut a viconte qil lez fit vener le tiers jur apres, e qe endementers feyst aver la vewe a ces qe voleynt la vewe demaunder, a lur peryl. Et partibus eundem diem prefixit; ad quem diem venerunt, et similiter milites electi, et juravit primus miles ut sequitur.—BEREWYK ad militem, "Ce oyez vus, justices, qe verite dirray, e "pur ren ne lerray, le quel eyt meur dreit en xviii. "perches e la terce partie de vii acres de tere ov les "appurtenaunz en N., William Bodom persone del "eglise de C. a tenyr cum du dreyt de sa eglise de "C. sicum il tent, ou J. Kilcayt a aver sicum il de-"maunde, se deu vous, &c." Pus quant un altre dut jurer, *Mutford* le voleyt aver chalange. BERREWIK. Tenez vus, qe vus ne chalengerez ore nul, depus qe vus estes altre feez assentu.—Omnibus juratis, BERREWIK. Bone jent, Jon de K. porta un bref de dreyt en aqun tenz vers W. de B., e demaunda vers ly xviii. perchez, &c.; ou W. vint e se mist en Deu

A.D. 1302. and the Great Assize; we have not the record here to show how they pleaded; you have nothing to say, except in respect of what you may be charged concerning the right.—*Mutford* (for John). One William, John's grandfather, was seised of this land in his demesne, as of fee and of right, in time of peace, &c.; from William the right descended, as it ought to descend, to John as son; from John to this John, who now demands, as son; and this is his right.—*Hunt* (for William). This said John enfeoffed one G. of the advowson of the church of C. with the appurtenances, and this land is appurtenant to the church of C, and it is the right of W. and the right of his church.—THE GREAT ASSIZE went out; and then two knights came back into court, and desired the assistance of another knight.—BERREWIK (to the marshal). Let none of them come in, unless they all come together.—THE GREAT ASSIZE. Sir, we say that William has better right to hold as he holds, than his adversary to have as he demands.—BRUMPTON. Therefore the Court adjudges that William shall retain the land as his right, and the right of his church of C., to the end of the world, and free for ever from John and his heirs; and that John be in mercy.

§ In a writ of dower brought by a woman, the tenant came into court on the first day of the plea, and yielded her dower to her: and forasmuch as she said that her husband died seised, the damages were enquired of: and it was found that she was kept out of her dower for six years, in this form, to wit, that she, after the death of her husband, entered on the tenements in the name of her youngest son, and she and her son were seised during four years; and then, he who now holds brought an assise against them, and recovered the tenements for two years; and that the land was worth, by the year, half a mark. It was ad-

e en la graunt assise, &c.; nous navoms pas[1] le record coment il plederent; vus navez altre chose a dire, forqe solom ce qe vus estes charge sur le dreyt.—*Mutford* (pur Jon). Un William ael Jon fut seisy de cele tere en son demene com de fee e de dreyt, en tenz de pees, &c.; de W. descende le dreyt, e deveyt descendre, a Jon com a fiz; de Jon a cesti Jon qe ore demaunde com fiz; e tiel est son dreyt.—*Hunt* (pur W.). Meme cesty Jon enfeffa un G. del avowesoun del eglise de C. ov lez appurtenaunz; issi qe ceste tere est appurtenaunt al eglise de C.; e cel est le dreyt W., e le dreyt de sa eglise.—La Graunt Assise issit; e pus deuz chivalers revyndrent eynz, e voleynt aver ew un altre chivaler. Berrewik (al mareschal). Suffret a nul de eus qil entrent tant qil venent ensemble.—La Graunt Assise. Sire, nous dioms qe W. ad meur dreyt ad tener sicum il tent, qe sun adversare si com il demaunde.—Brumpton. Pur ce agarde la curt qe W. reteigne meme la tere com sun dreyt, e le dreyt de sa eglise de C., a remenaunt de monde, quite de J. e sez heyrs a toz jurs; e J. en la mercy. A.D. 1302. Judicium.

§ A un bref de doware qe une femme porta, le tenaunt vint en curt le primer jur de play, e ly rendist sun doware; e pur ce qe ele dist qe sun baroun morust seisy, fust enquis dez damages; e fut trove qele fut tenuz hors de sun doware seis aunz en cest forme; el apres la mort sun baroun entra lez tenemenz en le noun sun pusne fiz, e ly e sun fiz seisy furent quatre anz; e pus apres, cely qe ore teynt porta lassise vers eux, e rescovera lez tenementz ore a deuz anz; e qe la tere valut par an demi marc.—Fust agarde par De dote.

[1] C. has, nous avoms le record.

A.D. 1302. judged by BERREWIK that the woman should recover damages for only the two years for which he who now yielded the dower was tenant. — This, according to *Kyng*, was rigorous rather than equitable; for, said he, as the tenant recovered the tenements together with his damages, and the trespass of the woman and her son was thereby punished, the woman ought to have recovered damages for the whole time against the tenant.

§ Note, that in a "cui in vita," stating "which "she claims to be her right and her franc-marriage," there is no need of saying by whose gift the woman claims: according to BERREWIK.

§ To a writ of Formedon brought against a man and his wife and three others, it was replied by the man and his wife that they had nothing in the tenements except the wife's dower of the heritage of those named in the writ, who were under age, and they vouched them to warranty, as those to whom the reversion belonged; these were present in court to warwant, and they prayed their age in right of themselves; it was said that two of them were under age, and that the third was of full age, and that their ancestor died seised of those tenements; after whose death they entered as heir, &c.; and they prayed their age; and it was allowed to them as well in respect of their being vouched, as by reason of their being tenants.

§ The assise came to inquire if Odo de la Roche unjustly, &c., disseised Margery of Karenta of her freehold in B., since the first &c.; whereon she complains that he disseised her of a messuage and a furlong of

BERREWIK qe la femme ne recovera forske ses damages de deuz anz dont cely qe rendist fut tenaunt ; et hoc plus de rigore quam de equitate per *Kyng*, qe dit, pus qil recovera lez tenementz ov sez damages, e le trespas qe la femme e sun fiz feseynt par tant puny, si dust la femme aver rescoverye le damagez de tot le tenz vers le tenaunt. A.D. 1302.

§ Nota, qe en le "cui en vita," "quod clamat "esse jus et maritagium suum," si nest y pas mester de dire qi don la femme cleyme : par BERREWIK. Nota.

§ A un bref de forme de don porte vers un homme e sa femme e treis altres, fut respoundu par le homme e sa femme, qil navoynt ren en ceux tenementz si non com doware la femme del heritage celez qe furent nome en la bref, qe furent dedenz age, e lez voucherent a garantie com ceus a queuz la revercion appendoyt, qe furent en curt present a garrantir, e prierent lor age en dreyt de eus memes ; fust dit qe lez deuz furent dedenz age, e le terce de pleyn age, e qe lor ancestre morut seisy de ceux tenementz, apres qi mort il entrerent com heyr, &c., e prierent lor age ; e avoynt lor age en dreyt de ceo qil furent vochez, auxi ben com de ce qil furent memes tenaunz. Forme de don.

§ Assisa venit recognoscere si Odo de Rupe injuste, &c., disseisivit Margeriam de Karenta de libero tenemento in B. post primam, &c., et unde queritur quod disseisivit eam de uno messuagio et uno ferlingo terre Novel disseisin.

A.D. 1302. land with the appurtenances, &c. And Odo comes and says that he entered on the said tenements through one Nicholas the son of F. of K., who is dead; and he prays judgment of the writ, &c.; and if he be found &c., he says nothing; wherefore the assise remains. THE JURORS say, on their oath, that Odo entered on the said tenements through the said Nicholas, who is dead, &c.: and so it is adjudged that Odo go without day, and that Margery take nothing by her writ.

§ William Seygnor brought an assise of "novel dis-"seisin" against Walter Hay, and complained that he was disseised of eight acres of land, with the, &c., in N.—*Kyng.* There ought not to be an assise, for we tell you that Roger, the father of Walter Haye, gave these tenements to one Robert Bussard in frank-marriage with Jane his daughter, by this charter which is here; and this Walter entered on the tenements in right of his reversion, by reason that R. and Joan died without issue; judgment if there ought to be an assise, without his (William) showing some deed whereby the freehold accrued to him.—*Wescot.* If the issue of Joan demanded the tenements, by writ of "Formedon "en le descender," against you who have entered under colour of the reversion, it would be necessary to show some specialty; but since William demands as a stranger by virtue of his own seisin, judgment if there be any necessity to show any specialty.—*Kyng.* Never seised, ready &c.—THE ASSISE (being sworn) said that Roger Hay, father of Walter, gave the tenements to Robert in frank-marriage with Joan his daughter; that Robert committed felony and fled out of the country; that William who brought the assise married Joan; that they had issue; that Joan died; that William remained in as by the law of England, and

cum pertinentiis, &c. Et Odo venit et dicit quod intravit in dictis tenementis per quendam Nicholaum filium F. de K. qui obiit, et petit judicium de brevi; et si convincatur, &c.; nil dicit, quare assisa remanet, &c. JURATI dicunt super sacramentum suum quod predictus Odo intravit in predictis tenementis per predictum Nicholaum qui obiit, &c.; ideo consideratum est quod predictus Odo inde sine die, et quod predicta Margeria nil capiat per breve suum. A.D. 1302.

§ Willame Seygnor porta lassise de novel disseisine vers Waltier Hay, e se pleynt estre disseisi de vii. acres de tere ov lez &c., en N.—*Kyng.* Assise ne deyve estre, qe nous vous dioms qe Roger pere Waltier Haye dona ceux tenementz a un Robert Bussard[1] en fraunc-mariage ov Johane sa fille, par ceste chartre qe cy est; dont cesty Waltier est entre cez tenementz par la revercioun, pur ce qe R. e Jone devyerent sanz heir de sey; jugement si assise deyve estre, sanz mostrer especiaute coment fraunc-tenement ly seyt acru.—*Wescot.* Si le issue Jone demandat les tenementz par bref de forme de don en le descendere vers vous qe estes entre par color de la revercion, si sereyt il mester a mostrer especiaute; mes depus qe Willame de sa seisine demene demaunde com estrange, jugement sil eyt mester nul especialte mostrer.—*Kyng.* Unkes seisi, prest, &c.—LASSISE jure, dit qe Roger Hay pere Wautier dona lez tenementz a Robert en fraunc-mariage ove Jone sa fille; Robert fit felonie, e sen fuist hors de pays; Willame qe porta cest assise esposa Jone; aveynt engendrure; Jone se lassa moryr; Willame de tynt eynz com par la ley de Englistere, e seisi fut Nov. diss.

[1] This full name appears in C. only. The Roll calls him Lisard.

A.D. 1302. was seised for full ten years, until this Walter the son of Roger disseised him; and they prayed aid. —BRUMPTON. Tell us the damages.—THE ASSISE. Ten shillings.—*Poleyn.* There was a chest worth two marks, and other goods, &c. — BERREWIK. Consider the damages, for know ye that there may be an attaint as well for the damages as for the principal matter; and that now out of this Court, without the necessity of suing the attaint out of the Chancery.—THE ASSISE. As before.—BRUMPTON. Since it is found by this assise that William entered the tenements by colour of right, claiming a freehold by the curtesy of England after the death of Joan, and continued his estate for ten years, therefore, even if he had not a right, yet as he continued his estate for such a long time, he who claims the right ought not to have ejected him without a judicial authority; therefore this Court adjudges that William do recover his seisin and his damages, &c., and that Walter proceed by a writ of "Formedon en le reverti," if he think fit so to do.—Afterwards came Walter and brought his writ of "Formedon en le reverti," based on the facts found in the verdict, against William.—*Hunt.* William held these tenements by the law of England, &c., and the reversion belongs to his son John, who is under age; and he prays aid of him; and his son is here in Court and prays his age.—*Middelton.* You ought not to delay this suit by reason of the nonage of John; for we aver that Robert and Joan his wife died without heir of their bodies begotten, and that is the cause of our action.—HERVY. If aid be now granted, Walter would be barred of his action for ever; therefore answer over.—*Hunt.* This writ was issued after the term, &c.—BERREWIK. The writ was given by the Court, and consequently it shall be maintained

ben diz anz, tant qe cesti Wautier le fiz Roger[1] ly disseisit; e prierent eyde.—BRUMPTON. Dites nous dez damages.—LASSISE. Diz soz.—*Poleyn.* Il y avoyt un cas pris de deus mars, e autres bens, &c.—BERREWIK. Avisez vous de damages, qe sachez le vous, qil avera lateynte ausi ben dez damages com del principal, e ceo meyntenant hors de cienz, qil ne covendra[2] ja quere lateynte a la chauncelerie.—LASSISE. Ut prius.—BRUMPTON. Pur ceo qe trove est par ceste assise qe Willame entra lez tenementz par color de dreyt, en clamant fraunc-tenement par corteysie d'Englistere, apres la mort Jone, e continua son estat diz anz, e tot ne eut il pas dreyt, e eust continue sun estat tant de tenz, sy ne deit pas cely qe cleyme le dreyt aver ly engette sanz agard; si agarde la curt qe Williame recovre seisine e sez damages, &c., e qe Watier se purchaz par bref de forme de don en le revertir[3] sil quide de bien fere.—Pus vint Waltier, e porta sun bref de forme de doun en le reverti solum la forme qe est contenu en le verdit[4] vers Willame.—*Hunt.* Willame tent cez tenementz par la ley de Englistere, &c.; e la revercion est a Johan sun fiz, qe est denz age; e prie eyde de ly, qe est cy en curt e prie sun age.—*Middelton.* Par le nonage Jon ne devez nostre dreyt[5] targer; qe nous voloms averer qe Robert e Jone sa femme morurent sanz heir de lor deuz cors engendrez, e cest la cause de nostre accion.—HERVY. Si ceste eyde fut ore graunte, Waltier sereyt barre de accion a toz jurs; e pur ceo ditez outre.—*Hunt.* Cesti bref fut livere puis le terme, &c.—BERREWIK. Le bref fut done par la court, e pur ceo si sera il meyn- A.D. 1302.

[1] In B. and C., Roger le fiz Waltier.
[2] In A., mandera.
[3] En le revertir, not in B.
[4] En le verdit, not in B. or C.
[5] A. has "ceo ple," instead of "nostre dreyt."

A.D. 1302. by the Court; therefore answer over.—(This however seems strange, since it was only by reason of the statute that he did not bring a writ before)—*Hunt.* The tenements were given to Joan in fee; ready &c.—The other side averred the contrary.—THE JURY said that the tenements were given in fee-tail: wherefore BRUMPTON adjudged that William should recover his seisin, &c.—Afterwards came William and alleged by bill that the tenements were given before the Statute, by reason whereof he ought to hold the tenements for the whole of his life.—THE INQUEST being questioned and charged on their first oath, whether the tenements were given before the Statute or afterwards, said, Before the Statute.—BRUMPTON. How long since did Joan die?—THE INQUEST. Eight years.—*Middelton.* As Joan died since the Statute, we do not understand that William can claim anything by the law of England. —BRUMPTON. Inasmuch as it is found that the tenements were given before the Statute to Robert and Joan in fee-tail, and that William was Joan's second husband, and as in such case, before the Statute, the second husband would hold by the law of England; (this appears by the Statute, which restricts itself to saying that "for the future no second husband" &c.,) therefore the Court adjudges that William do hold the tenements all his life; and that, after his death, Walter shall have the tenements free from all disturbance.

§ Note, that a writ of "novel disseisin" was abated, because the writ stated "Aldistoun," whereas the vill was called in fact "Alcestowe."

§ The Dean and Chapter of Exeter brought an assise of "novel disseisin" against Serle de Lanlazaron, and complained that they were disseised of a hundred shillings of rent in N. Serle and the others came not,

tenu par la curt; e pur ceo dites outre. Mirum tamen videtur, exquo non est nisi causa[1] statuti quod non tulit aliquod breve ante.—*Hunt.* Lez tenementz furent donez a Jone sinpilment; prest de laverer.—Et alii e contra.—PAYS dit qe lez tenementz furent donez en fee tayle.—BRUMPTON. E pur ceo agarde la curt qe Willame recovre sa seisine, &c.—Pus vint Willame e mist avant bille qe lez tenementz estoynt donez avant Statut,[2] par quei il deut tener lez tenementz a tote sa vie.—LENQUESTE, altre feez demaunde e charge sur le primer serment, le quel lez tenementz furent donez, avant Statut ou apres.—LENQUESTE. Avant le Statut.—BRUMPTON. Com ben est passe pus ke Jone morut?—LENQUESTE. Huit anz.—*Middelton.* Depus qe Jone divia pus le statut nentendoms pas qe Willame puse par la ley de Englistere ryen clamer.—BRUMPTON. Pur ceo qe trove est qe lez tenementz furent donez avant Statut a Robert e Jone en fee taylye, e qe Willame fut le secund baron Jone, avant le Statut en teu cas le secunde baron tendra par la ley de Englistere, ceo pert par le Statut qe a ceo poynt restreynt, qe dit "nec habeat secundus vir," &c.; si agarde la curt qe Willame retegne lez tenementz tote sa vye, e qe Waltier apres eyt lez tenementz quites, saunz coup ou colee.[3] A.D. 1302.

§ Nota,[4] qe un bref de novel disseisine fut abatu, pur ceo qe le bref voleit Aldistoun, ou la ville fut appele Alcestowe. Nota.

§ Le Den e le Chapitre de Excestre porterent un assise de novel disseisin vers Serle de Lanlazaron, e se pleyndrent estre disseisi de c. s. de rente en N.—Serle e lez altres ne vyndrent nent, e fut lassise Nov. diss.

[1] B. has "in casu" instead of "nisi causa."

[2] 13 Ed. 1. Westm. 2, s. 1.

[3] "Saun coup ou colee," not in B.

[4] This note is not in B.

A.D. 1302. and the assise was awarded by reason of their default. —THE ASSISE being sworn, said that Serle and the Dean had made an exchange of certain tenements, and that Serle had charged the tenements which the Dean had put in his view, with a hundred shillings yearly, and had granted that whenever the rent should be in arrear the Dean should be at liberty to distrain; that the Dean came within the period of summons of the Eyre and distrained for the rent, and that all those named in the writ, except Serle and two others, rescued, &c.—BRUMPTON. Was he assenting in any manner to the rescue which the others made?—THE ASSISE. The Dean and Chapter and Serle appointed a day for a compromise, but could not agree; and so it seems that he was assenting to the rescue.—BRUMPTON. Inasmuch as the rescue was made in Serle's name, and he assented to the act, we consider him as a principal disseisor. (The reason is, as BRUMPTON then said, that a confirmation relates back, and is equivalent to a command.) And so the Court adjudges that the Dean do recover his seisin and his arrears (amounting to so much), and his damages of a hundred shillings; and that Serle and the others be taken, &c., and that the Dean &c., be in mercy for their false plaint in respect of the two others.

§ Waryn the son of Maude de Traneryon brought an assise of Mordancester against Thomas of Traneryon, and prayed that it might be enquired by assise if Maud his mother died seised in her demesne as of fee since the term, and if he was next heir.—*Hunt.* There ought not to be an assise, for we tell you that R. and Maud purchased these tenements jointly; R. survived Maud; judgment, &c.—*Middelton.* M. died seised in her demesne as of fee, ready, &c., by the assise.—HERVY. He admits that she died seised, &c., but not solely seised, &c. —*S. King.* It was the right and the heritage of Maud,

agarde par lur defaute.—LASSISE jure, dit qe Serle e le Deen aveynt fet eschange de certeyn tenementz, issi qe Serle avoyt charge lez tenementz qe le Deen avoyt mys en sa vewe en C. s. par an, e graunta qe la houre qe la rente fut arere, qe ben lust al Deen a destreiner; le Deen vynt denz la somonse del Eyre, e fit destresse pur la rente; e les nomez en le bref touz estre Serle e deuz altres feseynt la rescouse, &c.—BRUMPTON. Se agrea il ren de cele rescouse qe lez autres avoynt fet? —LASSISE. Le Den e le Chaptre e Serle pristerent un jur de amour, e ne se acorderent poynt; e par tant senbil il qil se grea a la rescouse.—BRUMPTON. Pur ce qe la rescouse fut fete en le noun Serle, e il se agrea del feet, e par tant le tenoms nous principal disseisor. Ratio est (per Brumpton ut tunc dixit) quia ratihabitio retro trahitur et mandato comparatur. Si agard la curt qe le Deen rescovre seisine e sez arrerages, qe montent a tant, e sez damages de cent soz; e Serle e lez autres seynt pris &c., e le Deen &c., pur lor fause pleynte en la mercy en dreyt dez altrez deus &c A.D. 1302.

§ [1] Waryn le fiz Maude de Traneryon porta un assise de mordancestre vers Thomas de Traneryon, e pria qe conu fut par assise, si Maude sa mere morut seisy en son demene cum de fee pus le terme, e sil fut plus procheyn heyr.—*Hunt.* Assise ne deyt estre, qe nous vous dioms qe R. e Maude purchacerent ces tenementz joyntement; R. survescuist Maude; jugement &c.—*Middelton.* Qe Maude morust seisy en son demene com de fee, prest &c., par lassise.—HERVY. Il vous graunte ben qe ele morust seisy, &c.; mes nyent soul, &c.—*S. Kyng.* Qe ce fut le dreyt e le heritage Maude; prest, &c.—LAS- Mortdancester.

[1] This case is not in A.

A.D. 1302. ready, &c.—THE ASSISE being sworn, said that one Henry le Prestre gave the said tenements which were put in view, to R. the father of Waryn and to Maud his wife, and to the heirs of their two bodies begotten, and that this Waryn was their next heir; that Maud died leaving R. surviving, who aliened the tenements to T. the present tenant; and they prayed aid.—BRUMPTON. Were the tenements given before the statute or after the statute?—THE ASSISE. Before the statute.—BERREWIK. Now, aid yourselves.—*Kyng.* Since it is found that our mother died seised in her demesne as of fee, we pray judgment.—*Westcot.* Since you have your recovery by writ of "Formedon en "le descender," judgment, &c.—Therefore to judgment.

§ John of Leicester and Joan his wife brought an assise of Mordancester on the death of Henry Broun brother of Joan, and prayed that it might be recognized by the assise if Henry her brother died seised in his demesne as of fee, &c.—*Middelton.* There ought not to be an assise, for we tell you that these tenements came into the seisin of Olimpias mother of Joan, whose heir &c., who enfeoffed us of these tenements, and bound herself and her heirs to warranty, so that if we were impleaded by a stranger, we &c.; judgment if there ought to be an assize.—*Kyng.* We demand the tenements as of the seisin of our brother, and they proffer against us the deed of our mother, from whom nothing has descended to us; judgment &c., and we pray an assise.—*Westcot.* You are heir in blood, and inasmuch as nothing has descended to you on the part of your mother, you would not be bound to give the value, but you would be held to warranty; wherefore if we were &c., as aforesaid, you would be bound to warranty; judgment, &c.—*Middelton* (ex abundanti) said, There ought not to be an assise, for

SISE jure, dist qe un Henri le Prestre dona memes cez tenementz qe furent mis en lor vewe, a R. pere Weryn e a Maude sa femme, e lez heyrs de lor deus cors engendres, issi qe cesty Weryn est lur procheyn heyr: Maude morust, R. survesquit, e aliena lez tenementz a T. qe ore est tenant; e prierent eyde.—BRUMPTON. Le quel furent ces tenementz donez, avant le statut ou apres.—LASSISE. Avant le statut.—BERREWIK. Ore eydez vous memes.—*Kyng.* De pus qe trove est qe nostre mere morust seisy en son demene com de fee nous prium jugement.—*Westcot.* De pus qe vous avez vostre rescoverer par bref de forme de don en le descender, jugement, &c. Ideo ad judicium. A.D. 1302.

§ Jon de Leycestre e Jone sa feme porterent une assise de mordancestre de la mort Henri Broun frere Jone, e pria qe conu fut par lassise, sy Henri son frere morust seisy en son demesne com de fee, &c.—*Middelton.* Assise ne deyt estre, qe nous vous dioms qe cez tenementz devyndrent en la seisine Olimpas mere Jone, qi heyr, &c., qe nous feffa de ceus tenementz, e obliga ly e ses heyrs a la garrantie dount si nous fussoms empledes de un estrange,[1] nous &c.; jugement si assise deyve estre.—*Kyng.* Nous demaundoms lez tenementz de la seisine notre frere; e il mettent avant encontre nous le fet nostre mere, par qi rien ne nous est descendu; jugement &c.; e prioms lassise.—*Westcot.*[2] Vous estes heyr en saunk, e pur ceo qe ren ne vus est descendu de part vostre meere, vous ne seriez mye par son fet tenuz a fere a la vayllaunce, mes a la garantie seriez tenuz; par quei si nous fuissoms, ut prius, vous seriez tenu a la garantie, jugement, &c.—*Middelton.* Ex abundanti dixit, Mordanc.

[1] Fussoms emplede de un estrange, not in B. or C.

[2] This speech of Westcot is not in B. or C.

A.D. 1302. see here her own quit-claim, whereby she has released, &c.; and the quit-claim stated that she had released all her right, but did not state to whom.—*Kyngesham.* Since the quit-claim does not name any certain person to whom the release is made, judgment, &c.—*Middelton* proffered a second quit-claim, &c.—*She* (Joan) said that she was coverte when it was made, &c.—*The tenant* said the contrary.—BRUMPTON (after having rehearsed the proceedings, said to the sworn assise) Good sirs, the points in the writ are agreed on, so you have nothing else to say but whether she was married or not at the time when she executed the deed.—THE ASSISE. Married &c.; and they assessed the damages at forty shillings.—BRUMPTON. Therefore the Court adjudges that she do recover her seisin and her damages, &c., and that B. be in mercy.—(*Middelton* pleaded badly for the several exceptions &c.; I think that the first exception would have been a bar to Joan's action, if *Middelton* had held to it: therefore quære.)

§ Ralph le Norreys brought his assise of "novel dis-" seisin" against William Brun, and complained of being disseised of five acres of land, &c.—*Westcot.* This assise is brought in error, for we tell you that Robert le Norreys, father of Ralph, formerly brought a writ of Ael against one Roger le Fever; Roger made default after default; whereby Robert recovered at that time: and because an action of right was saved to Roger, he came without delay, and purchased his writ of right against Robert in the Court of the Prior of Bomyne, chief lord of the fee, and recovered the same tenements by a judgment of that Court, &c., and not by disseisin.—*Middelton.* By disseisin, &c. —THE ASSISE sworn, said that Roger le Norreys recovered the tenements as above-mentioned, and then,

assise ne deyt estre, qe vees ycy sa quiteclame de- A.D. 1302.
meyne, qe ele ad relesse, &c.; e voleyt la quiteclame qe ele avoyt relesse tot son dreyt, e ne dit pas a qi. —*Kyngesham.* De pus qil ny ad nule certeyne persone compris en la quiteclame a qi ele dust aver este fete, jugement, &c.—*Middelton,* myt avant la secounde quiteclame, &c.—*Ele* dit qe ele fut coverte al tenz de la confeccion, &c.—*Le tenant,* le reverz. — BRUMPTON (al assise jure apres qil avoyt reherce le proces dit), Bone gent, les poynz du bref sunt conuz, dont vous navez altre chose a dire si noun le quel ele fut, coverte de baron quant ele fit le fet, ou noun.—LASSISE. Coverte, &c.; e taxerent lez damages a quarante souz. — BRUMPTON. Pur ceo, agard la cort qe ele rescovre sa seisine, e sez damages, &c.; e B. en la mercy. — *Middelton*[1] male placitavit pro diversis excepcionibus, &c.; credo quod prima excepcio esset exclusiva accionis dicte Johanne si *Middelton* ad illam tenuisset: et ideo quere.

§ Raf le Norreys porta sun assise de novel disseisine Nov. diss.
vers Willame Brun, e se pleynt estre disseisi de cinq acres de tere, &c.—*Westcot.* Atort port il ceste assise, qe nous vous dioms qe Robert le Noreys pere Rauf porta en ascun tenz un bref de Ael vers un Roger le Fever; Roger fit defaute apres defaute; par quei Robert rescovera adonk. E pur ceo qe accion de dreyt fut sauve a Roger, si vynt il freschement,[2] e purchaca son bref de dreyt vers Robert en la cort le priour de Bomyney chef seygnor de fee, e rescovera mesmes lez tenementz par jugement de cel cort, e issi entra il par jugement, &c., e nyent par disseisine.—*Middelton.* Par disseisine, &c.—LASSISE jure, dit qe Robert le Norreys rescovera lez tenementz, ut supra; e pus oye dire qe

[1] This note is not in A.

[2] Freschement, not in B. or C.

A.D. 1302. hearing that Roger le Fevre would have impleaded him, enfeoffed Ralph his son, as Roger was going to the Court to purchase his right of right; so that Ralph was tenant before purchase of the writ: Roger sued out his writ against Robert, Robert made default after default; Roger recovered seisin by judgment of the Court, and was put in seisin by R. Plya, named in the writ, who was then bailiff of the Court of C.: and we pray your aid.—*Westcote.* Take notice if you please that we sued freshly against Robert le Noreys, who recovered against us, as aforesaid, by writ of Ael.—BRUMPTON. How shall we be certified of this fresh suit?—*Westcote.* By the assise, and our "journeys "accounts."—BRUMPTON. You ought to have pleaded on that, and have vouched the record thereof, and then we should not have gone to the assise. And inasmuch as it is found by the assise, that Ralph was tenant before the writ of right against Robert was purchased, and that he was ousted by R., bailiff of C., who is in this case a disseisor, and there is in the writ a tenant and a disseisor, therefore the Court adjudges that Ralph do recover his seisin &c.; and that he be in mercy in respect of William, &c.

§ Henry the son of John brought an assise of "novel disseisin" against Thomas le Ersdekene, and complained that he had disseised him of his reasonable estovers in a hundred acres of wood, to take housebote, and hay-bote, &c., and of a net in the said wood to take woodcocks, and of pasture for six pigs without pannage, and to take the rushes in forty acres of rush-land, and to take turf in sixteen acres, &c.—*Middelton.* As to the turbary, he wrongly brings this assise, for he is himself seised thereof by livery from the forester; as to the net, he cannot have an assise except by statute, and the statute does not

Roger le Fevre ly voleit empleder, e feffa Rauf sun fiz, A.D. 1302.
tant com Roger fut vers la cort a purchacer sun bref de dreyt, issi qe Rauf fut tenaunt avant le bref purchace. Roger swy avant sun bref vers Robert; Robert fit defaute apres defaute; Roger rescovra seisine par agard de la Cort, e fust myst en seisine par R. Plya qe est nome en le bref qe adunkes fust baylif de la cort de C. e prioms vos eydes.—*Westcote.* Eez regard sil vus plest qe nous purchasames freschement vers Robert le Noreys, qe recovera vers nous, ut supra, par bref de Ayel.—BRUMPTON. Coment saveroms nous de cest fresche sute?—*Westcote.* Par lassise, e contams nos jornez.[1]—BRUMPTON. Vous dussez aver par la pledez, e de ceo vocher rescord, e dont ne ussum nous pas ale a lassise. E pur ceo qe trove est par lassise qe Rauf fut tenaunt avant le bref de dreyt purchace vous Robert, e quil fut oste par R. Baylif de C. qe est en ce cas disseisour, e il y a en le bref tenaunt e disseisour, si agard la Cort qe Rauf rescovre sa seisine, &c.; e qil seyt en la mercy en dreyt de Willame, &c.

§ Henry fiz Jon porta une assise de novel disseisin Nov. diss.
vers Thomas le Ersdekene, e se pleynt qil ly avoyt disseisi de sez renables estovers en cent acres de boys, a prendre husbote e heybote, &c., e de une volee en meme le boys a prendre whodekoks, e de pessone a six pors saunz panage, e de jonk[2] a prendre en karante acres de jonk, e de bleste en seize acres de turberie, &c.—*Middelton.* Quant a la turberie, a tort port il ceste assise, qil en est meme seisy par livere de forester; quant a la vole, il ne peut lassise user si non par statut, e statut ne ly eyde pas en ce cas,

[1] A. has "encontre nous jure." | [2] A. has "jaunz," i.e. furze.

A.D. 1302. aid him in this case, judgment &c.—HERVY. The statute says that a man may have an assise for a "profit a prendre" in another's soil; and this is a profit, wherefore we think that the assise lies in this case.—*Lanfar.* What has he to show his right to this "profit a prendre"?—*Kyngesham.* See here the deed of his grandfather which shews it, &c.—*Lanfar.* See here the deed of your father, which states that he released and quit-claimed all kind of "profit a prendre" in the wood of C. &c., except the turf, for which release your father received three acres of land in exchange, whereof you are seised; judgment if in opposition to the deed of your father, there ought to be an assise, without your showing a title whereby a freehold has since accrued to you.—*Kyngesham.* Whatsoever deed you produce, we will aver by the assise that our father never changed his estate, but always remained seised. —*Mutford.* Since the right was extinguished by the quit-claim, judgment, &c., without showing a new title. —HERVY (to *Kyngesham*). Answer as to the exchange. —*Kyngesham.* His father, after that deed, granted to us the same estovers by this deed, and took for this grant one acre of land, and so, seised &c.—The assise was sworn.—Then Henry abandoned his writ.—And they afterwards compromised the matter.

§ Two sisters brought an assise of Mordancester on the death of R. their father, against one William.—*Mutford.* They ought not to be answered, for they are our neifes, and we are seised of them as of our neifes; judgment, &c.—*Hunt.* We are here in the King's Court as free persons, and we plead with you; and that our father died seised, ready &c.—*Mutford.* First show that you are persons who can claim an answer, and then plead to the assise.—*Hunt.* One Robert Lord of C., whose estate William now has, enfeoffed our grandfather of these tenements by homage, &c.,

jugement &c.—HERVY. Statut[1] dit qe de profit prendre en altri soyl home eyt lassise; e ce est un profit, par quei, il nous est avys qe lassise gist en ce cas.—*Lanfar.*[2] Quey ad il de ceo qil deit tiel profit prendre. —*Kyngesham.* Veez cy le fet son ael qe ly testmoigne, &c.—*Lanfar.* Veez ycy le fet vostre pere, qe veut qil relessa e quiteclama tote manere de profist prendre en le boys de C., &c., sauve la bleste, e pur quel reles vostre pere rescut treis acres de tere en eschange, dont vus estes seisi; jugement si encontre le feet vostre pere assise deyve estre, sanz mostrer title coment fraunc-tenement vous seyt pus acru.—*Kyng.* Quel fet qe vous metet avant, nous voloms averer par assise qe nostre pere ne chaunga unkes sun estat, eynz demora tote feyrs seisi.—*Mutford.* De pus qe le dreyt fut esteynt par la quiteclame, jugement &c., saunz mostrer novel title.—HERVY (a *Kyngesham*). Responez a lez eschaunges.—*Kyngesham.* Son pere, pus ce fet, nous graunta memes lez estovers par ce fet, e prist pur ce graunt un acre de tere, e issi seisi, &c.—LASSISE jure. —Pus *Henri* se retret de sun bref. Et[3] postea convenerunt. A.D. 1302.

§ Deuz seors porterent une assise de Mordancester vers un W. de la mort R. lor pere.—*Mutford.* Il ne deyvent estre responduz, qe elez sont noz Neyfs, e nous seisis de eus com de noz Neyfs; jugement &c. —*Hunt.* Nous sums ycy en le Cort le Roy, com fraunes, e pledoms od vous,[4] e qe nostre pere mourust seisy, prest &c.— *Mutford.* Primes fetes vos persones responables, e puz pledez a lassise.—*Hunt.* Un Robert seygnour de C. e qy estat Willame ore ad, feffa notre ael de ces tenementz par homage, &c., Mordanc.

[1] 13 Ed. 1. Westm. 2. c. 25.

[2] This question by Lanfar, and Kyng's reply, are not in B. or C.

[3] Not in B. or C.

[4] B. and C. have "a vous."

A.D. 1302. and by this charter which is here; judgment if you can claim us as neifes, in opposition to the deed of him who then had power to enfranchise us.—*Mutford.* We are seised of you &c.; and were seised of your father, &c.; judgment &c.—*Hunt.* Where the blood is once enfranchised by him who has power in that behalf, although the person enfranchised should afterwards do the customary services, yet that does not enslave the blood, &c.—And *Kyng.* added, Once enfranchised he shall be for ever free, if he be not afterwards enslaved by his own act in some Court of Record.—At last they went to the ASSISE who said that R. was the vilein of Sir William.—BERREWIK. Did he die seised in his demesne as of fee?—THE ASSISE. No, sir.—BRUMPTON. Therefore the Court adjudges that Joan and M. be in mercy for their false plaint; and William, adieu, &c.

§ To an assize of Mordancester brought against one William and Estevene his wife, and Orgelouse Kayn and Alice his sister, it was replied by *Kyng:* Whereas the writ supposes that they are all tenants in common, we tell you that William and Estevene his wife have severed the tenancy as to their shares; judgment of the writ.—*Lanfar.* They are tenants in common, &c.—*Kyng.* Again we pray judgment, &c.; for whereas the writ supposes Orgelouse and her sister to be tenants, we tell you that they hold nothing, &c.; but that one Hugo, the son of Orgelouse, and C. the son of Alice hold; judgment, &c.—The plaintiff prayed leave; and obtained, &c.

§ Note, that an assise of Mordancester was abated by BRUMPTON, because the end of the writ ran, "sum-" mon the aforesaid A., that he be &c.," and did not say "summon &c. who holds that land."

e par ceste chartre qi ycy est ; jugement si vous nous pussez com neyfs clamer encontre son fet qe adonkes power en avoyt de nous enfraunchir.—*Mutford.* Nous seisi de vous, &c., e de vostre pere, &c., jugement, &c.—*Hunt.* La ou le sank est une feez enfraunchi par cely qe pouer en ad, coment qe ascun apres fet services costumables, ce ne enserve pas le sank, &c.—Et subjungit *Kyng,* Une feez enfraunchy pur toz jors demorent frauncks, si il ne seyt apres enserve par conusaunce en Cort qe porte record.—Au dreyn furent al assise, qe dist qe R. fut le neyf Sire Willame.—BERREWIK. Morust il seisi en son demesne come de fee?—LASSISE. Sire, navyl.—BRUMPTON. Pur ce agard la Cort qe Jone e M. seyent en la mercy pur lur fause pleynte ; e Willame a deu, &c. A.D. 1302.

§ A un assise de Mordauncestre porte vers un Willame e Estevyne sa feme, e Orgelouse Kayn, e Alice sa seor, fust respondu par *Kyng,* La ou le bref suppose eus touz estre tenants en comune, nous dioms qe Willame e Estevyne sa feme severerent lur several, jugement de bref.—*Lanfar.* Tenants en comune, &c. —*Kyng.* Uncore jugement, &c., qe la ou le bref suppose Orgelouse e sa seor estre tenauntz, nous dioms qil, ne tenent ryen, &c., eynz fet un Hugo le fiz Orgelouse e C. le fiz Aliz, jugement, &c. Le pleyntif pria conge, et habuit, &c. Mordancestre.

§ Nota qe une assise de mordancestre abatit, pur ce qil fut compris en la fyne "summoneas predictum "A. quod sit &c.," pur ceo qil ne dit mye "summoneas &c., qui terram illam tenet;" par BRUMPTON.

A.D. 1302. § Urban le Webe and Isabel his wife brought an assise of "novel disseisin" against John Juppet, and complained of being disseised of a house and of eight shillings arrears of rent in B.—John Juppet said that he entered by the feoffment of one C., &c., and if it should be found that he did not enter by C., &c., he said that Isabel was never so seised that she could be disseised, &c.—THE ASSISE said that Juppet was at a certain time seised of thse tenements, and that afterwards by the inducement of his wife, and whilst he was ill, he executed a letter of attorney to put Isabel in seisin; that seisin was delivered to Isabel; but that John's goods always remained in the house; and that after he recovered, he remained in the house, and that he and Isabel received the rent as before, and that afterwards she quitted the house of her own free will.—BERREWIK. Did she attempt to enter afterwards; or was she prevented by John?—THE ASSISE. No.—BRUMPTON. Inasmuch as it is found by this assise that John never devested himself, although he executed a letter of attorney to put Isabel in seisin, but that he continued his seisin, his goods remaining there, so that Isabel could not be seised of the tenements, therefore the Court adjudges that Urban and Isabel take nothing, &c., but be in mercy: and John Juppet, adieu, without day, &c.

§ One Orgullouse of Bodmyn brought her writ of Formedon against Beatrice, and counted, &c.—*Lanfar* denied the tort and force, and went out to imparl, and returned, and said that whereas Orgullouse brought her writ against Beatrice, he said that she was called Beatone, and not Beatrice, and prayed judgment of the writ.—*Kyng.* She is known by that name, ready, &c.—BERREWIK, Orgullouse, you must sue out a better writ, and name her therein Beatone: but because you are poor, we will remit the fine for this plaint.

§ Urban le Webe e Isabele sa feme porterent une assise de novel disseisine vers Jon Juppet, e se pleynderent estre disseisi de un mees, e de viii. darreres de rente en B.—Jon Juppet dit qil entra par le feffement un C., &c.; e si trove fust qil nentra pas par C., &c., il dit qe Isabele ne fut unkes seisy, par quei ele poyt estre disseisi, &c.—LASSISE dit qe Juppet fut en acun tens seisy de ces tenementz, e pus apres par le procurement sa feme fist une lettre de Attorne en une maladie qe il fut, a mettre cest Isabele en seisine; la seisine fut livere a Isabele; lez bens cesty Jon demorerent tote feez en la mesun; apres, quant il leva de la maladie, se tynt en la meson, e ressut la rente com avant cest Isabele ov ly, e pus ala hors par sa bone volunte.—BERREWIK. Ne voleyt[1] el pas aver entre apres, ou fust ele desteurbe de entrer par Jon. —LASSISE. Navyl.—BROMPTON. E pur ce qe trove est par cest assise qe Jon ne se desmist unqes, coment qil fit une lettre de mettre Isabele en seisine, einz sa seisine continua par tant qe se bens y demorerent, par quei Isabele ne put nule seisine en cez tenementz aver, sy agarde la Cort qe Urban e Isabele ne pregnent ryen, &c., einz seynt en la mercy, e Jon Juppet a deu sanz jour,[2] &c. A.D. 1302. Novelle disseisine.

§ [3] Une Orgullouse de Bodmyn porta son bref de forme de doun vers Beatrice, e conta, &c.—*Lanfar* defendi tort e force, e issit demparler, e revynt, e dit qe la ou Orgullouse porta son bref vers Beatrice, dit qe ele fut appele Beatone e nent Beatrice, e demanda jugement du bref.—*Kyng.* Conu par teu noun, prest, &c.—BERREWIK. Orgullouse, querez vus un meillour bref, e fete la nomer Beatone; e pur ceo qe vous estes povere, nous vous relessom la mercy ex hoc placito. Forme de doun.

[1] Soleyt in A.
[2] Sanz jour, not in B.
[3] This case is not in B. or C.

A.D. 1302. Note, that after the party prays leave to imparl, yet he does not thereby assent to the plaintiff's statement that she is known and called by that name.

§ Showeth to you, Robert of C., who is here, that Roger le Ersedekene, who is there, tortiously does not perform the covenant made between them concerning ten acres of land with the appurtenances in T.; and tortiously for this, that whereas one John the son of Julet had leased the said land to the said Roger, from the Monday &c., in the year, &c., for the term of eight years thence ensuing, and bound himself and his heirs to warranty, to warrant the said term to Robert; by virtue of which lease he was seised for such a time; then the said Roger on Monday &c., in the year of the said king &c., leased the same land to this Robert, and bound himself &c.; by virtue whereof he was seised for a good four weeks, until one Maud came and ejected him; in consequence of this, he came to the said Roger and prayed him that he would warrant and defend his said term; he, however, would not warrant, but denied him tortiously, &c.—*Kyngesham.* This is a writ of covenant, which writ is given for breach of covenant, and by which writ the party intends to recover damages; and inasmuch as he has not laid any tort in our person, judgment &c.—*Mutford.* See here your deed, which purports that you are bound to warrant our term to us; and as soon as we were ejected by Maud we came to you, and prayed that you would warrant our term to us, but you would not; and since you are bound to warranty by your own deed, &c., judgment if you ought not to answer this writ.—*Westcot.* We have indeed seen the assignee of a lease bring a writ in this shape: "Command A. that &c., he perform to B., the "assignee of C., the agreement, &c.;" but we have not seen such a writ as the present used.—BRUMPTON. He is right.—*Mutford.* If I sell land to you, and bind

Nota qe apres ceo qe la partie prie conge den- A.D. 1302.
parler, pur ceo ne assent il poynt qe ele se afferme estre conu e appele par teu noun.

§ Ce vous mostre Robert de C. qe cy est, qe Roger Covenant.
le Ersedekene qe la est, atort ne ly tent covenant entre eux fete de dix acres de tere ove lez appurtenauns en T.; e pur ceo atort, qe la ou un Jon le fiz Julet avoyt lesse meme cele tere a cesty Roger le Lundy, &c., lan, &c., jekes al fyn dez viii. anz procheyns suaunz, e obliga ly e ces heyrs a la garrantie, a garrantir a Roger sun terme avantdit; e par quel lees il fut seisy tant de tenz, dount meme cesty Roger le Mardy, &c., lan de meme le Roy, &c., lessa meme la tere a cesty Robert, e obliga, &c.; e par queuz lees il fut seisy ben quatre semaynes, taunt com une Maud vynt, e ly engista; par quei il vynt a cesty Roger, e ly pria qil ly garantist e defendist sun terme avandit; yl garantir ne lyvoleyt, eynz le dedist atort, &c. — *Kyngesham.* Cest un bref de Covenaunt qest done pur covenaunt enfreynt, e par quel bref la partye bye rescoverer damages; e desicom il nad assigne nule tort en nostre persone, jugement &c. — *Mutford.* Veez ycy vostre feet, qe veut qe vus seez tenu a garrantir nous nostre terme; dont auxi tost com nous sums engette par Maud, si venimes a vus, e priames qe vous nous garantistes nostre terme; vus ne voliez pas garrantir, e desicom vus estes oblige par vostre fet demene a garrantie &c., jugement si vus ne devez a cesty bref respondre.—*Westcot.* Nous avoms byen vewe lassigne le lees porter cel bref "precipe A. quod &c., teneat B. assignato C. conventionem," &c.; mes teu bref navoms pas vewe user.—BRUMPTON. Ad resom.—*Mutford.* Si jeo vus venke une tere, e oblige

A.D. 1302. myself and my heirs to warranty, and you be ejected by a stranger, I am not bound to warrant to you; so in this case, he is not bound to warrant that of which you are not seised, &c.—*Mutford.* The case of a freehold is different from the case of a term which is a chattel. (But he did not give the reason for the difference.)—BRUMPTON. Inasmuch as this is a personal action, which is given against the person who committed the trespass and the tort, and you have not assigned any tort in the person of Roger, therefore the Court adjudges that you take nothing by your writ, &c., but be in mercy for your false plaint, &c.

§ John the son of Thomas, under age, brought an assise of Mordancester against one Roger Lersedekyn. —*Middelton.* He himself was seised of the same tenements; and he can recover on his own seisin; judgment, &c.—BERREWIK. What do you claim in these tenements?—*Middelton.* They are held by a lease from him, by a charter which is not here at present.—*Kyng.* This Roger enfeoffed Thomas the father of John, in socage; Thomas died; Roger seized the land as guardian; and since he has admitted that he accepted a feoffment from him who was under age, and in ward to him, we pray judgment, and pray damages from the assise.—THE ASSISE, sworn, said that after the death of Thomas he (Roger) seized the land as guardian, and that Thomas died seised, &c.; but they said that they knew not if the infant had executed a charter to him, or no.—BRUMPTON. That is of no consequence; for he has admitted it: and inasmuch as it is found that Thomas died &c.; therefore the Court adjudges that John do recover his seisin and his damages; and, sheriff, do you take good surety from Roger to be here on such a day, &c., to hear his judgment, &c.

mey e mes heyrs a la garrantie, e vus seez engette par un home de peuple, jeo ne vus sum pas tenuz a garrantir; auxi par desa, il ne vus est pas tenuz a garrantir ceo dont vus nestes pas seisy, &c.—*Mutford.* Altre est en fraunc-tenement qe nest en terme qest chatel; sed non assignavit rationem diversitatis.—BRUMPTON. E pur ce que ce est un accion personel, qe est done vers la persone qe fist le trespas e le tort, e vus navez assigne nul tort en la persone Roger, si agard la Curt qe vus ne prengnez ren par votre bref, &c., einz en la mercy &c., pur vostre fause pleynte, &c. A.D. 1302.

§ Jon le fiz Thomas denz age porta une assise de mordauncestre vers un Roger Lersedekyn.—*Middelton.* Il memes fut seisi de memes lez tenementz, e ad rescoveryr de sa seisine demesne; e demaundoms jugement, &c. — BERREWIK. Quei clamez vus en cez tenementz? —*Middelton.* Sunt tenuz de lees memes cesti, par une chartre la quele nest pas or ycy.—*Kyng.* Cesty Roger enfeffa Thomas pere Jon en sokage; Thomas se lassa morir; Roger seisit la tere en noun de garde; e desicom il ad conu qil ressut feffement de cely qe fut denz age, e en sa garde, nous demaundoms jugement, e prioms lassise. — LASSISE jure, dit qe apres la mort Thomas il seisyt la tere com gardeyn, e qe Thomas morut seisy, &c.; mes il disseynt qil ne saveynt poynt sy lenfant ly avoyt fet chartre, ou noun. —BRUMPTON. De ce nest pas force, qil ad meme conu: pur ceo qe trove est qe Thomas morut, &c., sy agarde &c., qe Jon rescovre sa seisine e sez damages; e vicomte, prenez bone seurte de Roger qil seyt ycy a tiel jour de oyer son jugement, &c. Mordancestre.

A.D. 1302. § One Matthew brought his writ of "enjettement de "garde" against one Robert Vallet, and counted how that the wardship of the land of the heir, namely, John the son of Reynald of C., until the full age of the said John, belonged to him, by reason that Reynald his father held of him (Matthew) by knight-service, &c., and died in his homage; and this same Matthew was for a long time in good and peaceable seisin of the manor of C.; then came the said Robert, on such a day, in such a year, and ejected him, tortiously, &c.—*Lanfar.* We tell you that this manor is our freehold; judgment, &c., if to this writ we ought to answer.—*Kyng.* What do you answer to the ejectment?—*Lanfar.* We reply as before, and besides this we say that Reynald did not die seised of the manor, &c.—BRUMPTON. That does not prove that he ought not to have the wardship: it may be that the manor was leased for life, and that he who held the manor died, and that the reversion belonged to the heir of Reynald; so that although Reynald did not die seised, still the wardship may belong to Matthew.—*Lanfar.* We will aver that we were seised of this manor, as of our freehold, a long time before the death of Reynald; and then this Matthew wished to abate our freehold, and we ousted him as we had a right to do, without committing any tort; ready &c.—*Westcot.* We were seised as guardian for two years in peace, until you ejected us; ready &c.

§ Showeth to you R. Tovyn, by his attorney, who is here, that William, who is there, tortiously does not do suit to his mill of B., as he ought and has been used to do; and tortiously for this, that whereas the said William has used to grind at the mill all his wheat, and the corn and malt baked and brewed in his house, paying therefor the twentieth vessel, of which suit he (R.) was seised as of fee and of right, in time

§ Un Matheu porta son bref de enjettement de garde vers un Robert Vallet, e conta com la garde de la tere del heyr Jon fiz Reynald de C. dekes al le age memes cely Jon qe a ly purtenoyt, pur ce qe Reynald son pere sa tere de ly tynt par service de chivaler, &c., e morut en son homage, e memes cesty Matheu en bone e peyseble seisine del maner de C. long tenz estoyt: la vynt memes cely Robert tiel jour, tiel an, e ly enjetta atort, &c.—*Lanfar.* Nous vous dioms qe cel maner est nostre fraunk-tenement, jugement &c., si a cesty bref devoms respondre. — *Kyng.* Qe responez vus al enjestement? —*Lanfar.* Nous vous dioms com avant; e estre ceo, qe Reynald ne morrut pas seisy de cel maner, &c.— Brumpton. Ceo nest pas prove qil ne deit aver la garde; qe put etre qe ceo maner fut lesse a terme de vie, e qe cely que tynt le maner morust, e le reversion appendeit al heyr Reynald; dont put il estre ensemble qe Reynald ne morut pas seisy, e qe la garde append a M.—*Lanfar.* Nous voloms averer qe nous fums seisy graunt tens avant la mort Reynald de ce maner com de nostre fraunk-tenement, e pus cesty Matheu se voleyt aver abattu sus nostre fraunk-tenement, e nous ly ostams com ben nous lust sanz tort fere: prest &c.—*Westcot.* Qe nos fums seisy en noun de garde deux anz peysiblement, tant qe vus nous enjettastes; prest &c. A.D. 1302. Engettement de garde.

§ Ceo vus mostre R. Tovyn par son atorne qe sy est, qe Willame qe la est, attort ne ly fet seute a son molyn de B. com fere deyt e soleyt; e pur ceo attort, qe la ou meme cesty Willame soleyt moudre touz sez blez e lez brez, furnys e braces en sa mesun al molin, saver a vintime vesselle, [e [1] de quel seute il fut seisi com de fee e de dreyt, en tens &c., lez esplez prist com De secta ad molendinum.

[1] The passage in brackets not in B. or C.

A.D. 1302. &c.; took the esplees, such as wheat, barley, &c., and other kind of issues of mill-toll, to wit the twentieth vessel, amounting to &c.; until five years ago, the said William withdrew his suit, tortiously, and to the damage, &c.—*Willeby.* I never did suit, and I owe you no suit; ready, &c.—Therefore to the country.—A tenant came and admitted the suit; and inasmuch as he at first denied the suit, but afterwards admitted it, it was adjudged that he should do the suit, and that he should be in mercy.—R.'s attorney said, Sir, forgive him the fine, for he is poor.—BERREWIK. You have said well for him: Sheriff, take pledges of him for the fine.

§ To a writ of "cui in vita" brought against one Robert, it was answered by *Westcot:* Sir, Robert has nothing in these tenements, except by the law of England out of the inheritance of Maud late his wife; and the fee and the right lie in the person of John the son of Maud, to whom the reversion belongs; and he prays aid of him.—John came into court, and joined with Robert, and said that these tenements, and others, were formerly in the seisin of one Payn, after whose death one Margery and his mother Maud entered, and partitioned the property between them: and he produced a deed indented which proved this; and he prayed aid of Margery as of his parcener; and the aid was granted by BERREWIK.—On the day for which the parcener was summoned, she came not into court; wherefore the demandant prayed that John singly might answer.—*Westcot.* We will answer willingly, if you so order.—BERREWIK. We adjudge that you answer.—*Westcot.* We pray that this judgment may be entered.—*Rateford.* Answer, for you are severed by the judgment.—*Westcot.* John is under age, and he prays his age.—BERREWIK. You ought to have alleged that when you came into court and prayed aid: and that you did

en forment orge, &c., e en autre manere de issue de thome de molyn de vintime vessele, montant &c.,] tant qe ore a cink aunz qe cesty Willame lad sustret, atort e ses damages, &c. — *Willeby.* Qe jeo ne fesey unkes sute &c., ne nule seute fere ne vus dey; prest &c. Ideo ad patriam. Un tenant vynt e conyseyt la seute; e pur ceo qe il meme avoit avant dedit la seute, e puis conyseyt, fut agarde qil feyt la seute, e qil fut en la mercy. Latturne R. (dit), Sire, grace de la mercy qil est povere. — BERREWIK. Vous avez ben dit pur ly; vicomte, prenez pleges de ly pur lamercyment. A.D. 1302.

§ A un bref de "cui in vita" porte vers un Robert, fut respondu par *Westcot,* Sire, Robert nad ryen en cez tenementz si noun par la ley de Englistere del heritage Maud jadis sa femme; e le fee e le dreyt respose en la persone Jon le fiz Maud, a qi la reversion appent, e prie eyde de ly.—Jon vynt en curt, e se joynt a Robert, e dit qe cez tenementz e autres tenementz furent en ascun temps en la seisine un Payn, apres qi mort entrerent une Margerie e Maud sa mere, e feseynt la purpartie entre eux; e mist avant un escrit endente qe ce tesmoyna; e pria eyde de Margerie com de sa parcenere; e leyde de ly fut graunte par BERREWIK.— Al jour qe la parcenere fut sumone ele ne vynt pas en curt; parquei la demandante pria qe Jon respundreyt soul.—*Westcot.* Si vus agardez, nous respundrums volunters.—[1] BERREWIK. Nous agardoms qe vus responez.—*Westcot.* Nous prioms qe cel agard seyt entre. —*Rateford.* Responez, qe vus estes severe par agard. —*Westcot.* Jon est denz age, e prie son age.—BERREWIK. Vous dussez aver sel alegge, quant vus venistes en curt e priastes eyde, e ceo ne feystes pas, eynz priastes eyde Cui in vita.

[1] From this point the remainder of the case is wanting in A.

A.D. 1302. not do, but prayed aid as a person of full age; and by so doing you admitted yourself to be of full age, &c.; wherefore &c.—BRUMPTON (ad idem). The statute declares that the woman's suit after her husband's death shall not be delayed by the non-age of him who is vouched: now, since you have prayed aid, which is equivalent to vouching to warranty, it seems that the suit ought not to be delayed by your non-age.—*Westcot.* The statute is to be understood of the case of the husband's heir being vouched; but we are not in that position; wherefore &c.—*Lanfar.* He is of full age; ready, &c. —*Westcot.* Here he is present; let him be disposed of by our clients. — *Mutford.* What you say would be correct if this were a case of an alienation of a tenement; but in this case the party may aver, by the country, that he is of full age.—(The infant was examined by the court, and adjudged to be of full age.) —*Westcot.* He vouches to warranty, by aid of this court, such an one, to be summoned in this county, by virtue of a charter made to Payn the common ancestor of John and Margery.—And the voucher stood.—Ralph de Clenke, the vouchee, came into court and asked by what &c. —*Westcot.* As before. — *Mutford.* Since you have a parcener, we pray judgment if without her &c. —*Westcot.* We are severed by judgment.—*Mutford.* He warrants a moiety; as to the other moiety, judgment. —*Westcot.* Since we are tenant of the entirety of the tenements which you ought to warrant, judgment, &c. —*Mutford.* If we warrant the entirety to this one, the other parcener, on being impleaded, will vouch us in the like manner, and so we shall satisfy the value twice, &c.—HERVY. On vouching the record of this plea, showing that you have satisfied the value once to her who was severed by judgment, you shall be acquitted for ever; therefore plead over. — *Mutford.* If you adjudge &c.—BRUMPTON. If judgment be given, you will incur the penalty of the statute. — *Mutford.*

com homme de pleyn age, e par tant vus grauntates A.D. 1302.
etres de pleyn age, &c., par quei, &c.— BRUMPTON (ad idem). Le statut [1] veut la seute la femme ne seyt pas delaye apres la mort sun baron par le meyndre age cely qest voche ; dont de pus qe vus estes prie en eyde, le quel est auxi com garrantie vocher, il pert le play ne dut nyent delayer par vostre non-age, &c.— *Westcot.* Le statut fet a entendre la ou le heyr le baron est voche ; mes ore ne sums pas en le cas ; par quei, &c. —*Lanfar.* Qil est de pleyn age, prest &c. — *Westcot.* Veez le cy en present ; seyt en descrescion de nos mestres.—*Mutford.* Si ce fut alener tenement, vus dirrez ben ; mes en ce cas, la partie poet averer par pays, qil est de pleyn age. (Lenfant fut veu de curt, e fut agarde de pleyn age.)—*Westcot.* Il vouche a garrantie, par eyde de ceste curt, un tyel, qe serra sumone en ceo Conte, par une chartre fet a Payn comune ancestre Jon e Margerie. E le vocher estut. Rauf de Clenke voche vynt en curt, e demanda par quei, &c.—*Westcot.* Ut supra.—*Mutford.* De pus qe vus avez parcener, prioms jugement si sanz ly &c.—*Westcot.* Nous sums severe par agard.—*Mutford.* La moyte il garrant, en dreyt del autre moyte, jugement. —*Westcot.* Depus qe nous sums tenaunt de lenter des tenementz qe vous devez garantir, jugement &c. — *Mutford.* Si nous garrantoms lenter a cesty, e lautre parcenere seyt emplede, ele nous vochera en meme la manere, e issi froms nous deuz feez a la value, &c.—HERVY. Vochez record de ce ple qe vus avez fet une feez a la value a celle qe fut severe par agard, e vus serez quites a touz jurs ; dites outre.—*Mutford.* Si vus agardez &c. — BRUMPTON. Si lagard se face, vus averez la peyne del statut. — *Mutford.* R. garant, e vouche a garantie T.

[1] 13 Ed. 1. Westm. 2. c. 40.

A.D. 1302. R. warrants, and vouches to warranty T. de C. (who came into court, and surrendered).—BRUMPTON adjudged that each should recover against the other from first to last.

§ One A. brought his writ of Entry "ad terminum qui "preteriit" against B., and it stated "into which &c., "through Robert his father, who leased them for a "term which has expired."—*Kyng.* This same Robert released and quit-claimed to us &c., by this writing; judgment &c.—*Middelton* prayed a view; and as the writing had a suspicious look, for the seal and its annex were hanging by a thread, he prayed judgment if he ought to answer such an instrument.—*Kyng.* Give us back the writing.—And it was given back. And then he said, Robert was never so seised that he could make the lease.—The other side said the contrary; and he who proffered the writing was not challenged by the court, which seems strange. Quære.

A writ was brought against a man and his wife; the husband made default, &c.; the wife came into Court, and prayed to be admitted to defend her right; and she was admitted. She said, Sir, my husband is a fugitive, and all our lands are taken into the King's hands; wherefore we do not think that we ought to answer concerning these tenements, which are in the King's hands.—BERREWIK. You have been admitted to defend your right; answer in such wise as you think best.—She answered and said, that she had nothing in the tenements except dower of the inheritance of such a one, &c.; and she vouched to warranty: and the voucher was received by the Court.

§ Note, to a writ which was brought against John the son of Walter Burry, it was answered by *Westcot*, that there were two persons named John, to wit the elder

de C. (qe vynt en curt, e rendist.)—BRUMPTON consideravit quod unusquisque recuperaret versus alterum, a principio ad ultimum. A.D. 1302.

§ Un A. porta sun bref de entre ad terminum qui preteriit vers B. e dit en les queus, &c., par Robert sun pere qe cely lessa a terme qe passe est.—*Kyng.* Meme cely R. nous relessa e quiteclama, &c., par cest escrit, jugement &c.—*Middelton.* La vewe. E fut lescrit suspecionouse, qe le sel e le agnys furent pendaunz par un fil, e demanda jugement sil dust a tyel escrit respundre. — *Kyng.* Rebaylez nous lescrit. E fut rebaille. E pus dit, R. ne fut unkes seisi si qil pout lez fere, e lez altres le revers; e cely qe mist avant lescrit ne fut poynt chalenge par la curt; quod videtur mirum: quere. Entre ad terminum qui preteriit.

§ Un bref fut porte vers un home e sa feme; le baron fit defaute, &c.; la feme vynt en curt, e pria estre resceu a defendre sun dreyt; e fut resceu, e dit, Sire, mon baroun est futif, e tote nos terez sunt pris en la meyn le Roy; par quei nentendoms pas qe nous devoms de ceo tenement qe sunt en la meyn le Roy respondre.—BERREWIK. Vous estes resceu a defendre vostre dreyt: responez ce qe vus quidez qe bon seyt. Elle respondi, e dit qe ele ne avoyt ryen en cez tenementz si noun dower del heritage un tel, &c., e vocha a garantie e fut le vocher resceu de curt. Eyde prier.

§ *Nota*, qe a un bref qe fut porte vers un Jon le fiz Wautier Burry, fust respondu par *Westcot*, qil y avoynt deux nomez par tel non, J. le eygne, e le pusne, e il ne Nota.

A.D. 1302. and the younger, and that he did not specify in his writ, which of the two was meant, and he prayed judgment of the writ: and the writ was quashed.

§ A woman brought her writ of Right of Dower against one Julia; the facts were, that the writ was first brought in the Lord's Court, and was afterwards removed by Tolt into the County Court, and afterwards by Pone into Banc, and afterwards by common summons to the Eyre, and she counted that tortiously she (Julia) deforced her of the third part of two furlongs of land, and tortiously for this, that it was her right of dower by the endowment of R. her husband, who thereof endowed her at the church door, &c., he having power to endow her thereof, &c., good suit. — *Lanfar* denied tort and force, and the right, &c., and prayed a view. —*Westcot.* You ought not to have a view, for you entered through our husband.—And the Court disallowed the view.—*Lanfar.* As to two parts of the two furlongs of land, you ought not to be answered, for we ourselves heretofore in the King's Court brought a writ of Ael against your husband, and demanded by acres the same tenements whereof you now demand your dower by furlongs, and we recovered against him by judgment of the King's Court; and we pray judgment if you can demand anything.—*Kyng.* State by what judgment. —*Lanfar.* By judgment given in the King's Court, upon the verdict of an inquest; and we vouch the record thereof. —*Westcot.* Let the voucher stand.—*Lanfar.* As to the remainder, you ought not to be replied to, for we tell you that we brought the like writ against your husband, whereupon he came into court, and conceded our demand; judgment, &c. — *Westcot.* You have admitted the surrender by our husband, which surrender is equivalent to an alienation; and the Statute says, that where the husband surrenders by covin &c.,

specefia poynt en son bref quel de eus se fust, e demaunda jugement du bref; et cassatur. A.D 1302.

§ Une femme porta son bref de dreyt de Dower vers un Julie; le cas fut, qe le bref fut primes porte en la curt le segnour, e pus par Toust remue en Conte, e pus par Pone en Bank, e pus par comune somons en Eyre, e conta qe atort ly deforsa la tierce partie de deux ferlynges de tere, e pur ceo attort qe ce fut sun dreyt de dower del dowement R. sun baron qe de ce ly dowa al us del mouster, &c., com cely qe dower ly pout, &c., seute bone.—*Lanfar* defendi tort e force e le dreyt, &c., e demaunda la vewe.—*Westcot.* La vewe ne devez aver, qe vus entrastes par nostre baron: e fust oste de la vewe par agard.—*Lanfar.* Quant a lez deus parties de deus ferlynges de tere vus ne devez estre respondu; qe nous memes altre fez en la curt le Roy portames un bref de Ael vers vostre baron, e demandames par acres meme lez tenementz dount vus demaundez ore vostre dower par ferlinges, e rescoverames vers ly par jugement de la curt le Roy; e demaundoms jugement si vus pussez ryen demaunder.—*Kyng.* Dites par quel jugement.—*Lanfar.* Par jugement qe se fit en la curt le Roy sur verdit denqueste; e de ce vouchoms record.—*Westcot.* Estoyse le voucher.—*Lanfar.* Quant al remenant, vus ne devez estre respondu; qe nous dioms qe nous portames meme tel bref vers vostre baron, où il vynt en curt, e rendy nostre demaunde; jugement &c.—*Westcot.* Vouz avez conu le rendre nostre baron, le quel rendre est auxcy com un alienacion, e le statut[1] veut qe la ou le baron rent &c., qe le Justice de pleyn[2] deyvent juger a la De recto de dote.

[1] 13 Ed. 1. Westm. 2. c. 4.

[2] A "de pleynt." The Statute uses the words "de plano," with reference to the act of the husband.

A.D. 1302. there the Justices shall give the woman her dower after the death of her husband; judgment on what you have admitted, and we pray our dower.—*Lanfar.* We say that your husband surrendered, &c.; and we say moreover that we were ready to prove our right by the former writ which we brought against your husband; and to this you answer nothing; judgment, &c. — HERVY. Inasmuch as you have admitted the surrender, which surrender is equivalent to an alienation, and as the alienation of the husband does not bar the woman of her dower; therefore the Court adjudges that she do recover seisin of her dower, and that you be in mercy.

§ One Henry le Moys complained by bill that one A. tortiously detained and did not pay to him forty shillings; and tortiously for this, that whereas he [Henry] had sold some land to one Geoffrey, which Geoffrey bound himself to find for the said Henry his estovers in food and clothing for his life, or else to pay to him yearly twenty shillings in lieu of his estovers; and after the death of Geoffrey the said land came into the hands of A., by reason of the nonage of T. the son of Geoffrey; and he says that he often came to him, being the person who holds the said land charged with the said rent &c., and prayed that he would pay him the said rent, but he would not pay, &c.—*Kyng.* How do you show that the land is so charged in your favour? —*Henry* produced a writing which testified &c., as above; and, moreover, that whenever the rent should be in arrear it should be lawful for him to distrain, &c. —*Kyng.* Sir, see here John the son of A., who is under age, and cannot admit or deny this deed; judgment &c. —BERREWIK. What says the guardian who holds the land charged with this rent?—*Kyng.* He tells you that Henry was never seised of this rent.—BERREWIK. It may be that Geoffrey in his time found the estovers

feme son dower, apres le deses sun baron; jugement de vostre conisance, e prioms nostre dower.—*Lanfar.* Nous dioms qe vostre baroun rendist &c.; e outre dioms qe nous fums prest a mostrer nostre dreyt par le primer bref qe nous portames vers vostre baron a quey vous ne responez nyent; jugement, &c.—HERVY. E pur ce qe vus avez conu le rendre, le quel rendre est auxi com un alienacion, e alienacion le baron ne barre my la feme son dower, si agard la curt qe ele recovre seisine de dower, e vus en la mercy. A.D. 1302.

§ Un Henri le Moys se pleynt par Bille qe un A. atort ly detent, e pas ne luy rendist, quarant souz; e pur ce attort, qe la ou yl avoyt vendu tere a un Geffroi, le quel Geoffroi obliga sey a trover a meme cely Henry sez estovers en viver e en vestyr, tote sa vie, ou a payer a celuy chescun an vint souz pur sez estovers, dont apres la mort Geffroi, meme cele tere vynt en la meyn A. par le noun age T. le fiz Geoffroi, e dit qil fut sovent venuz a ly, com a cely qe cele tere charge de cele rente tyent &c., e priat qil ly payat cele rente; il payer ne ly voleyt, &c.—*Kyng.* Que avez de ceo qe la tere vos est issint charge? —*Henri* mist avaunt un escrit qe tesmoygna &c., ut supra; e estre ce, qe quel oure qe cel rente fut arere, byen lirreyt a ly destreyndre, &c.—*Kyng.* Sire, veez cy Jon le fiz A., qest dedenz age, e ne poet ce fet conustre ne dedire; jugement &c.—BERREWIK. Quei respunt le gardeyn qe tyent la tere charge de cele rente?—*Kyng.* Il vous dit qe Henri ne fut unkes seisi de cele rente.—BERREWIK. Peut estre qe Geoffroi en son tenz ly trova sez estovers, e ce tenoms nous Pleynte par Bille.

A.D. 1302. for him, and we hold that to be a sufficient seisin of the rent.—On another day BERREWIK said to *Henry*, Sir, your writing states that you may distrain, and if the distress be denied you, bring an assise, and you shall have right done you.—*Henry* said, Sir, the tenements are uncultivated.—BERREWIK. I cannot help it, but, know you this, that we will do no wrong to any one, neither for you nor for any one else.

§ Adam le Marchand brought his writ of Debt against William Collon, Chaplain, and counted that tortiously he witheld from him ten pounds, &c.; and tortiously for this, that whereas he had bound himself to the said Adam in the said ten pounds for the altarage of the church of C., &c.—*Lanfar.* He owes his debt for the altarage of the church of C., whereof we do not understand that this Court can take cognizance, &c.—BERREWIK. Answer over.—*Lanfar.* What have you to show for the debt?—*Kyngesham* produced a writing which testified the debt.—*Lanfar.* His writing shows that he leased the altarage to us for one year; thereupon we tell you that the parson died within the year, on which the bishop sequestrated the goods; and we lost the altarage for two weeks, in respect of which we pray to be discharged; and as to the remainder, he can claim nothing, for we have fully paid his proctor.—And he produced two writings indented, made between the proctor and himself, but without seal.—*Kyngesham.* He has admitted the deed and the debt, and has shown no discharge; judgment, &c.—BERKEWIK. If he was ejected within the year, as he says, it is not just that he should pay you the pension for the altarage for the whole year; as to the remainder, the acquittances are worth nothing; but if he has really paid, act in good faith, and come to terms.—*Hunt* said, that for the time for which Adam was ejected William could recover nothing, since, when the cause ceased the effect ought

assez seisine de la rente. — A un altre jur BERREWIK dit a *Henri*, Prodome, vostre escrit veut qe vus pussez destreyndre, e sy la destresse vus seyt vee, portez lassise, e home vus tendra a dreyt.—*Henri.* Sire, lez tenementz gisent fresches.—BERREWIK. Jeo ne pus mes sachez le vous qe nous ne froms nul tort a nul, pur vous ne pur altre. A.D. 1302.

§ Adam le Marchand porta son bref de dette vers Willame Collon, Chapeleyn, e conta qe atort ly detyent dix livres &c.; e pur ceo attort, qe la ou il se aveyt oblige a meme cesty Adam en les dix livres avandiz, pur lauterage del eglise de C., &c.—*Lanfar.* Il deive ceste dette pur auterage del Eglise de C., dont nous nentendoms pas qe ceste curt eyt conisance, &c.—BERREWIK. Ditez outre.— *Lanfar.* Quei avez de la dette? — *Kyngesham* mist avant un escrit qe tesmoignast la dette.—*Lanfar.* Son escrit veut qil lessa lauterage a nous un an, dont vous dioms qe la persone morut dedenz le an, issi qe le Eveske seqestrat lez bens, e nous perdimes lauterage de deux semeyns, e en dreyt de ceo prioms estre assouz; e en dreyt du remenaunt, il ne peut ryen demaunder, qe nous avoms pleynement paye a sun procuratour; e mist avant deux escrouez endentez fetz parentre le procuratour e ly, saunz nul seal.—*Kyngesham.* Il ad conu le feet e la dette, e nul aquitance ne mostre; jugement &c.—BERREWIK. Sil fut engette dedenz lan, auxi com il dit, il nest pas reson qil vous paye la pencion pur lauterage del an enter; en dreyt du remynaunt, lez aquitances sunt auxi com nuls; mes sil eyt paye, seez de bone fey, e acordez. — E par *Hunt.* En dreyt del tenz qe Adam fut engette, si ne rescovera Willame ryen; quia ces- De debito.

A.D. 1302. also to cease. And *Mutford* said, Suits ought not to arise out of suits.

§ One Richard brought his writ of Formedon in the Reverter thus; "Command William le Wyse &c., which "Richard de C., the great-grandfather of the said "Richard, gave to William le Wyse, and Sybil his wife, "and the heirs &c., and which, after the deaths of "the said William and Sybil, ought to revert to the "said Richard."—*Kyng.* Judgment of this writ, because the father of this (William) was named William Wyse, and so was his grandfather, and the writ does not specify to which of them the gift was made; judgment &c.—BERREWIK. He says that the gift was made to William and Sybil who are dead, and moreover to that William who had a wife named Sybil.—[*Mutford.* The wife of this William is named Sybil.—BERREWIK. He demands the tenements because William and Sybil died without heir; but you are still alive; wherefore &c.]—*Mutford.* Inasmuch as he might have stated in his writ to which William the gift was made, as by saying to William the elder, or to William the younger, and might have framed his writ with certainty, judgment of this writ.—BERREWIK. Answer over.—*Mutford* prayed a view, &c.; and had it.

§ A writ was brought against one A. for tenements in C.—*Hunt.* Judgment of this writ; for we tell you that C. is neither a borough, nor a town, nor a hamlet, &c.—*Middelton.* The place where the tenements are, is known by that name; ready &c.—*Hunt.* If the party wished to vouch to warranty, it would be necessary to vouch in respect of tenements in a certain town; and on the other hand if he made default, it would be necessary to take the land into the King's hands, as being in a certain town; wherefore &c.—*Middelton.* Give us a writ.—*Hunt.* You can have a good writ to demand the tenements in C.—And because

sante causa cessare debet effectus: Item alias per *Mutford*, Lites ex litibus oriri non debent. A.D. 1302.

Forma donacionis in le reverter.

§ Un Richard porta sun bref de forme de don en le reverty: Precipe Willelmo le Wyse, &c., quod Ricardus de C. proavus predicti Ricardi dedit Willelmo de Wyse et Sibille uxori ejus, et heredibus &c., et que post mortem predictorum Willelmi et Sibille, predicto Ricardo reverti debent, &c.—*Kyngesham.*[1] Jugement de cesty bref qe le pere[2] cesty avoyt a noun Willame le Wyse e son ael auxi, e ne specifie pas a qi de euz le don se fit, jugement &c.—BERREWIK. Il dit qe le don se fit a Willame e Sibille qe mors sunt, e estre ceo a cely Willame qe avoyt une femme Sibille.—[[3]*Mutford.* La femme cestuy Willem ad a noun Sibille.—BERREWIK. Il demaunde les tenementz pur ceo qe Willem e Sibille devierent sanz heir, mes vous estes en pleine vie; par quei &c.]—*Mutford.* Desicom il poyet aver fet declaracion en sun bref a quel Willame le don se fist, com a dire Willame leyne ou Willame le pune, e aver conceu sun bref en certeyn, jugement de cesty bref.—BERREWIK. Dites outre.—*Mutford.* La vewe; et habuit.

Cassatio brevis.

§ Bref fut porte vers un A. dez tenementz en C. —*Hunt.* Jugement de cesty bref, qe nous vus dioms qe C. nest Burk, ne Vile, ne Hamele, &c.—*Middelton.* Le leu ou les tenementz &c., est conu par teu noun; prest &c.—*Hunt.* Si la partie voleyt vocher a garantie. si covendreyt il vocher dez tenementz en certeyn vile; e de altre part, sil feyt defaute, si covendreyt prendre la terre en la meyn le Rey en certeyn vile; par quei, &c. —*Middelton.* Donez nous un bref.[4]—*Hunt.* Vus poyet aver bon bref a demaunder lez tenementz en C.—E

[1] Hunt in A.

[2] The MS. A is imperfect here; the remainder of the Iter is wanting in that MS.

[3] The lines within brackets are in C. only.

[4] meillour bref. C.

A.D. 1302. he gave him a good writ in a certain town, the first writ was quashed by BERREWIK.

§ Note that an infant within age cannot pray leave to sue out a better writ, although he has framed his writ badly.

§ To a writ brought against John Tirrel, it was answered by *Kyngesham*, John has nothing, and claims nothing; judgment of the writ. — *Mutford.* He was tenant on the day when our writ was purchased; ready, &c.—*Kyngesham.* If I alleged non-tenure, you should be well admitted to that averment; but I disclaim the tenancy; judgment if against our disclaimer, &c.—BRUMPTON. Would it be right that his writ should abate by your disclaimer where you were tenant on the day &c., and have since alienated by collusion? — *Kyngesham.* I have known the same exception allowed by yourself; and on the other hand it may be that if he has once taken possession, and withdrawn from it, he can still make use of the seisin.—*Westcot.* Perhaps the tenant does not permit him to enter.—*Kyngesham.* Richard was tenant on the day, &c.—And the others averred the contrary.

§ Note, where Richard Wysard and Katherine his wife brought a writ of Entry against B., thus, "into "which he had not entry except by C., who thereof, "&c., disseised L., the brother of the said Katherine, "whose &c."—*B.* said that C. did not disseise him; ready &c.—On another day, when the inquisition was about to be taken, B.'s attorney said that the tenements were taken into the King's hands, wherefore, &c.—BERREWIK. The tenements are taken into the King's hands, saving all persons' rights.—And he took the inquisition, which decided for Richard and Katherine.—Richard said, We pray judgment.—BERREWIK. Await judgment.

pur ce qe il ly dona bon bref en certeyn vile, sy abatist le bref par BERREWIK. A.D. 1302.

§ Nota que un enfaunt dedenz age ne poet pas prier conge de querer meylor bref, tut eyt il malement conseu son bref. Nota.

§ A un bref porte vers Jon Tirrel fut respondu par *Kyngesham;* Jon nad ren ne ren ne cleyme; jugement de cesti bref.—*Mutford.* Tenaunt le jur de nostre bref purchace; prest &c.—*Kyngesham.* Si je allegas non tenure, vus serriez ben resceu a cel averement; mez je descleym en la tenaunce; jugement si encontre nostre desclame, &c.—BRUMPTON. Sereyt il reson qe son bref abatereyt par vostre desclame, ou vus fustes tenaunt le jur &c., e avez alyene pus per collusionem?—*Kyngesham.* Je ay veu meym le excepcion estre resceu devant vus meyme; et de altre part, il poet estre sil eyt une feez mys le pee e sey oste, si poet il user la seisine. — *Westcot.* Poet estre qe cely qest tenaunt ne ly soffre poynt entrer.—*Kyngesham.* Richard tenaunt le jur &c.—Et alii contrarium.

§ Nota, qe la ou Richard Wysard e Kateryne sa femme porterent un bref de entre vers B. tiel " in quas " non habuit ingressum nisi per C. qui inde &c., dissei- " sivit L. fratrem predicte Kateryne cujus &c."—*B.* Qe C. ne ly disseisit poynt, prest &c.—A un altre jur quant lenquest dut estre prise, le attorne B. dit qe lez tenementz furent pris en la meyn le Rey, par quei, &c. —BERREWIK. Lez tenementz sunt pris en la meyn le Rey, sauve chescun dreyt. E prist lenquest, la quele passa pur Richard e Kateryne.—*Richard.* Nous prioms jugement. BERREWIK. Attendez vus jugement. Note.

A.D. 1302. § One Ismeyn complained by bill that Maud Hevyse and J. her bailiff, at a certain day, place, and year, took her goods and her chattels, &c., to wit, three oxen, each of the value of five shillings, and two heifers, of the value &c., and did other injury to her, tortiously, &c.—*Hunt.* You ought not to be answered, for we tell you that you are our neyfe, and we are seised of you as of our neyfe; judgment.—*Middelton.* You cannot urge this against us, because you yourself heretofore brought a writ of neyf against us in the county court; and we appeared, and sued out a Monstravit, in consequence of which the proceedings were adjourned to the Eyre, and the writs are still pending here; and inasmuch as by your own proceeding you then supposed us to be out of your seisin, judgment if you can now say that you are seised of us as of your vileine. —Berrewik (to the sheriff). Is there any such writ here?—The *Sheriff* said, the Monstravit is here, but the lady did not bring any such writ against her in the county court.—And so that exception was not allowed.—*Middelton.* Sir, we tell you that the manor of C., where this Ismeyn was reseant, was heretofore in the hands of Edmund Earl of Cornwall, who thereof enfeoffed one Robert, in whose time this Ismeyn married a freeman with the consent of Robert; Robert afterwards enfeoffed one Walter of this manor; and the said Walter thereof enfeoffed this Maud and John her husband; and, inasmuch as Walter who enfeoffed the lady, had never any interest in this Ismeyne, and she for the last thirty years has been reseant as a free woman and of free condition in another fee, judgment if the lady can say that she is seised of her as of her neyfe. —*Mutford.* The custom of Cornwall is this, that where a neyfe marries out of the manor where she is reseant, she shall find surety to the lord to return with her chattels, after the death of her husband, to her former domicil; and, when this Ismeyn married, she

§ Un Ismeyn se pleynt par bille qe Maude Hevyse e J. son prevot, certeyn jur, leu, e an, priserent sez biens e sez chateuz, &c., nomement treis befs chescun pris de v. souz, e deuz genicez, pris &c., e autre led ly feseynt atort, &c. — *Hunt.* Vus ne devez estre respoundu, qe nous vus dioms qe vus estes nostre neyfe, e nous seisy de vus com de nostre neyf; jugement.— *Middelton.* Ce ne poez vus dire, qe vus meme altre fez portates un bref de neyfte vers nous en Conte, e nous venims e purchasams le monstravit, par quei la parole fut ajorne en Eyr, e les brefs pendent ore seyns; e desicom par vostre purchas demeyn adonkes supposates vus com nous estre hors de vostre seisine, jugement si vus pussez ore dire qe vus seez de nous com de vostre vileyne seisy.—BERREWIK (al viconte). Y al il nul tel bref seynz?—*Viconte.* Le monstravit est seyns, me la dame ne porta unkes tyel bref vers ly en Conte. Et ideo illa exceptio non habuit locum.—*Middelton.* Sire, nous vus dioms qe le maner de C. ou cest Ysmeyn fut reseant fust en ascun tenz en la meyn Edmound Conte de Cornewayle, qe de ce enfeffa un Robert, en qi tens cest Ysmeyn se fit marier a un fraunc homme, e par la volunte Robert; (Robert) pus enfeffa de ceo maner un Walter, le quel Walter enfeffa cest Maude e Jon son baroun; e desicom Walter feffour la dame naveyt unqes ren en cest Ysmeyn, e elle tot tenz par ben xxx. anz passe reseant en altre fee com frauncke e de fraunck estat, jugement si la dame pusse dire qele seyt de ly seisy com de sa neyfe.—*Mutford.* Usage de Cornewayle est cecy, qe la ou neyfe deyt estre mariee hors de maner ou ele est reseant, qe ele trovera seurte al seygnur de revenir a son ny ov sez chateus apres la mort son baroun, issi qe en ceu tenz quant

A.D. 1302. Trespas ou fut plede de nayvete.

A.D. 1302. found surety accordingly; and a month after the death of her husband, of her own free will, she returned to her said domicil, and remained with her relatives; and so we are seised of her as of our neyfe, ready &c.—BRUMPTON. Proceed against your pledges.—*Mutford.* Sir, we understand this, that where a neyfe is married to a freeman, she, after the death of her husband, returns to her former condition.—BRUMPTON. That is false.—HERVY. Worse than false, it is a heresy. —*Mutford.* As she returned to her domicil after the death of her husband, and according to the custom of the country she becomes again a neyfe, just as if she had always continued in her own domicil, judgment &c.—BRUMPTON. But the continuance is wanting; for in order that the lord may claim any one as his neyf, it is necessary that there be a continuance of the seignory in the blood of the lord, as fully as a continuance of the neyfe blood in the blood of the neyf; now, since she in Robert's time was married to a freeman, and thereby became free, and afterwards Robert enfeoffed Walter, which Walter had never any interest in this Ismeyn, &c., notwithstanding that discontinuance in the seignory you say that by Walter's feoffment to you, you can claim her as neyfe, whereas your feoffor had no interest in her: I do not see how that can be.—*Mutford.* The original obligation by virtue of which she was always bound to return, is homage; moreover, the fact that she returned to her domicil which she left gives us a good title to claim her as our neyfe.—BRUMPTON. No obligation which she undertook after she was once enfranchised ought to prejudice her; now, as she was out of this manor before you had any estate therein, and was thereby enfranchised so far as you are concerned, yet if there was any such obligation such as you say, I hold it worthless.—*Hunt.* Servitude is in the blood, and al-

cest Ismene la fit marier, si trova ele seurte, e le moys apres la mort son baroun, de sa bone volunte revynt a son ny, e demora entre sez parens; e issi sums nous seisy de ly com de nostre neyfe, prest &c.—BRUMPTON. Prenez a vos pleges.—*Mutford.* Sire, nous entendoms ce si, qe la ou neyfe est marie a fraunk homme, qe ele, apres la mort son baroun, retorne a son primer estat. —BRUMPTON. Quod falsum est.—HERVY. Pejus quam falsum, pur ce qe ce est heresie.—*Mutford.* De pus qe ele revynt a son ny apres la mort son baroun e solum usage du pays, si est ele neyfe tant avant cum si ele eut tot tenz continue al ny demeyne; jugement &c.—BRUMPTON. Mes la continuanse vus deffaut; car a ce qe seygnur veila derener askun com sun neyfe, si covent qil eyt continuance en le sank le seygnur de la seygnurye, tant avant com continuauste del neyfe sank, en le sank le neyfe; dunt depus qe ele en tenz Robert fut marie a un fraunk homme, e en ceu tenz fraunke, e pus apres Robert feffa Walter, le quel Walter navoyt unkes ren en cest Ismeyne, &c., par tant discontinuance en la seygnurye vus dites qe estes feffe par Walter a clamer ceste com neyfe, la ou vostre feffour ren navoyt; je ne vey pas coment ce poet estre.—*Mutford.* La primere obligacion par vertu de qi obligacion ele fut tot tenz oblige a revenir, est homage;[1] estre ceo, qele revynt a son nye dunt ele issit, nous donne tote lavantage a clamer la com nostre neyfe.—BRUMPTON. Nul obligacion qele fet apres qele fut une feez enfraunche, ne ly deyt estre prejudiciel; dont depus qele fut hors de ceu maner avant ce qe ryen y avyet, e par tant enfranchy en dreyt de vus, tot y avoyt il tel obligacion com vus distes, si le tenke pur nul.—*Hunt.* Service est en le sank, dont coment qe A.D. 1302.

[1] est homage, not in C.

A.D. 1302. though her body was transferred into another man's fee, yet she always remained a neyfe; and since she returned to her own domicil, and we thereafter were seised of her as of our neyfe, judgment if that transfer could enfranchise her.—BRUMPTON. I recollect a case of a writ of neyfe, where he who was claimed as a vilein said he was free, and it was found by the INQUEST that his father was born in Kent; and without further enquiry he was declared free, because there is no vilenage in Kent. Item, in the time of King Henry a man was claimed as a vilein, where all the council agreed to give judgment against him, and he who gave judgment pronounced him to be free, &c.—(This is nothing to the purpose).—BERREWIK. Answer to the trespass.—*Hunt.* We did not come, and we did not commit any tort, ready, &c.—And the others said the contrary; therefore to the country.—*Kyng.* If the lord marries his neyfe she is enfranchised for ever; but it is otherwise where a stranger marries her, for there she is only enfranchised during the life of her husband, and after the death of her husband she returns to her former condition.

A writ of Formedon in the Reverter was brought against M. and R., thus, "Command Martin de C. "that &c., he yield up to J. a messuage and one acre "of land, &c. Command R. the son of M. that &c., "he yield up to the said J. a messuage which W. de "B., grandfather of the said John, gave to Lysard de "C. and to Joan his wife, and to the heirs &c., and "which after the death &c., ought to revert, so that "the aforesaid L. and J., &c."—R. made default; Martin came into court, and said that he was tenant of the entirety, and prayed to be received to answer for the entirety; and he was received by favour; he then said that John could claim nothing in these tenements, because Joan to whom the gift was said

sun cors fut translate en altri fee, si demora tot jurs neyfe; e depus qe ele revynt a son ny demeyn, e nous apres seisy de ly com de nostre neyfe, jugement si cele translacion la pusse enfrauncher.—BRUMPTON. Je vy en un bref de neyfte, ou cely qe fut demaunde com neyfe se dist estre fraunke, e trove fut par enquest qe son pere nasquit en Kent; sanz plus enquerir si fut il agarde pur fraunke, pur ce qil ad nul vylenage en Kent. Item en tenz le Rey Henry un homme fut demaunde com neyf, ou tot le conseyle se assentit de rendre le jugement encontre ly, e cely qe rendit le jugement pronuncia qil dut estre fraunc, &c.: (nihil ad propositum).—BERREWIK. Responez al trespas.—*Hunt.* Qe nous ne venimes ne nul tort ne feyms, prest &c. Et alii contrarium; ideo ad patriam. —*Kyng.* La ou le seygnur espouse sa neyfe, si est ele enfraunchi pur toz jurs; secus est, la ou un homme estraunge ly espos, qe donk nest ele enfraunchi si non vivant son baroun, et post mortem viri redit ad pristinum statum. A.D. 1302.

§ Bref de forme de don en le reverti fut porte vers M. e R. tiel, " Precipe Martino de C. quod &c., reddat " J. unum messuagium et unam acram terre, &c. " Precipe R. filio M. quod, &c., reddat eidem J. unum " messuagium quod W. de B. avus predicti Johannis " dedit Lysardo de C. et Johanne uxori ejus et here- " dibus &c., quæ post mortem, &c., reverti debent, eo " quod predicti L. et J., &c." R. pus fist defaute; Martin vint en curt, e dit qil fut tenaunt del enter, e pria destre resceu a respoundre del enter; e fut resceu de grace; pus dit qe Jon ne poyt ren demaunder en ce tenementz, qe Jone a qi il dit le don Forma donacionis en le reverti.

A.D. 1302. to be made, long before the Statute had enfeoffed him of these tenements; wherefore, &c.—*Kyng.* We say that Joan had no issue; therefore she could not alien before the Statute; and we pray judgment of your count.—*Martyn.* We aver that Joan was enfeoffed in fee-simple, to her and her heirs.—*Kyng.* You will take nothing by that; for see here the deed of the donor, which shows that the gift was made in fee-tail; judgment if in opposition to this deed, &c.—*Martyn.* I am a stranger to this deed, and cannot be a party; but I aver the gift to be in fee-simple, &c.—And the other side said the contrary: therefore to the country.—It was found by the INQUEST that the tenements were given in frank-marriage; wherefore it was adjudged that the demandant should recover seisin.

§ A writ was brought against Thomas Lersedekne, thus: "Into which he has not entry except through Odo Lersedekne, to whom T. Lersedekne demised the same; who thereof &c., the said &c.—*Mutford.* Judgment of this writ, for the writ supposes Thomas to have entered by Thomas, and thus supposes him to have entered through himself; and if he intend to say that this Thomas disseised him, we are ready &c., that he did not.—*Middelton.* We aver that Thomas Lersedekne, your grandfather, who enfeoffed Odo your father, disseised us.—*Mutford.* And inasmuch as your writ is non-certain, and you might have made your writ certain, by saying "Into which, &c., except "by Odo, to whom T. the son of Thomas, or, T. the "son of R. Lersedekne, leased it who thereof &c.," judgment &c., of this writ.—BRUMPTON. Answer over.—*Kyngesham.* A view.

§ To a writ of Right brought against the Abbot of Saint Serle it was answered that the tenements were seized into the King's hands, by reason whereof

estre fet, graunt tenz avant le statut[1] ly aveyt feffe de cez tenementz, par quei, &c.—*Kyng.* Nous dioms qe Jone naveyt nule issue, par quei il ne pout ren aliener avant le statut; e demaundoms jugement de vostre conte.—*Martyn.* Nous voloms averer qe Jone fut feffe simplement a ly e sez heyrs.—*Kyng.* A ceo ne avendrez mye, qe veez cy le fet le donour, qe temeine le doun estre fet en fee tayle; jugement si encontre ceo fet, &c.—*Martyn.* Jeo sum estraunge a ceo fet, e ne puse estre partie, mes je voyle averer le doun simple, &c. Et alii contrarium; ideo ad patriam.—Trove fut par ENQUEST qe lez tenementz furent donez en fraunc mariage; par quei fut agarde qe la demaundant recovre seisine.[2] A.D. 1302.

§ Bref fut porte vers Thomas Lersedekne tiel: "in "quam non habet ingressum nisi per Odonem Lersedekne, cui T. Lersedekne idem dimisit; qui inde, &c., "predictum, &c."—*Mutford.* Jugement de cesti bref, qe le bref suppose Thomas aver entre par T., e issi le suppose il aver entre par ly meym; dont sil veut dire qe cesty Thomas le disseisi, nous sums prest &c., quod non.—*Middelton.* Nous voloms averer qe Thomas Lersedekne vostre ael qe feffa Odone vostre pere nous disseisit.—*Mutford.* E desicom vostre bref est en non certeyn, e vus poez aver vostre bref en certeyn, com a dire "in quam &c., si non per O. a qi T. fiz Thomas "ou T. fiz R. Lersedekne se lessa qe de ceo &c.," jugement, &c., de cesty bref.—BRUMPTON. Dites outre.—*Kyngesham.* La vewe. Entre sur disseisin.

A un bref de dreyt porte vers le Abbe de Seynt Serle fut respoundu qe les tenementz furent seisiz Breve de recto.

[1] 13 Ed. I. Westm. 2. de donis. | [2] e Martin en la mercy. C.

A.D. 1302. the Abbot could not and ought not to answer. — *Westcot.* Although the tenements are seized into his hands, you are tenant of the freehold; judgment if you ought not to answer. — BRUMPTON. He ought to answer; but inasmuch as we cannot entertain the suit whilst the tenements are seized, I advise that you, who wish to sue for them, do send to Court and purchase permission; for we will hold no such plea before we are commanded so to do.

§ Richard Talker brought his writ of Trespass against B., and complained that he had seized his chattels, &c., to wit, a chest worth one mark, and other goods, &c. —*B.* answered that he did not take them.—THE INQUEST said that B. had disseised Richard; that there was on the land a chest worth one mark; that after the disseisin, B. requested Richard that he would take away his chest; that Richard did not take it away; that B. came and threw it over the hedge, and it rotted; moreover that there was an acre of rye worth five shillings, and Richard cut it and did his will therewith; but we tell you that Richard recovered his tenements here before you by assize, together with his damages. — BERREWIK. Were the chest and the acre &c. included in the damages? THE INQUEST. We verily believe that they were.—BERREWIK. The want of a good serjeant makes B. lose his money; and because B. says that he did not take his chattels, and the contrary is found to be the case, therefore the Court adjudges that he (Richard) do recover his damages, which amount to eighteen shillings and fourpence &c.—*Westcot.* Where a man is disseised, and afterwards recovers, and finds his chattels on the land, he may take possession of them, &c.

§ One A. brought his writ (of Entry) against Walter Stapilton, and the writ ran, "That he yield up, &c., in "Pennal near Pencache."—*Westcot.* Whereas his writ

en la meyn le Rey, par quei lAbbe ne poet ne ne deveyt respoundre.—*Westcot.* Coment qe lez tenementz seynt seisiz en sa mayn, vus estes tenaunt du fraunc-tenement; jugement si vus ne devez respoundre.—BRUMPTON. Resoun sereyt qil respondesit, me pur ceo qe nous ne poms le ple tenir, tant cum lez tenementz seynt seisiz, je lo qe vus qe avez a pleder vers ceux mandez a la curt e purchatz grace, quar nous ne tendroms nul tel plee avant nos eoms comandement. A.D. 1302.

Richard Talker porta sun bref de trespas vers B., e se pleynt qil avoyt pris sez chateuz, &c., nomement un cas pris de un mark e altres bens, &c. *B.* respund qil ne prit poynt.—LENQUEST dit qe B. avoyt disseisi Richard, issi il ly avoyt sur la tere un cas pris de un mark; apres la disseisine fete B. manda a Richard qil enportat sun cas; il ne le porta nyent; B. vynt e lengetta outre le hay, e purrust; estre ceo, illy avoyt un acre de segle pris de v. s., e Richard le sya, e fit de sa sa volunte; mes nous vus dioms qe Richard rescovera sez tenementz seynz devant vus par assise ensemblement ove sez damages.—BERREWIK. Fut ce cas e cel acre &c., compris en lez damages?—LENQUEST. Vereyment nous entendoms qe oyl.—BERREWIK. Defaute de bon serjant fet B. perdre sez deniers; e pur ceo qe B. dit qil ne prit nyent sez chateuz, e trove est le revers de sun dist, si agard la curt qil rescovre sez damages qe amontent a xviii. s. iv. d., &c.—*Westcot.* La ou homme est disseisi e pus recovre, e trove sez chateuz en la tere, si lez poet il occuper, &c. Trespas.

§ Un A. porta son bref vers Walter Stapilton, e voleyt le bref "quod reddat, &c., en Pennal juxta Pen-"cache."[1]—*Westcot.* La ou son bref suppose qe Pen- Entre.

[1] Pentalth. C.

A.D. 1302. supposes that Pencharche and Pennal are separate vills; we tell you that Pennal is a hamlet of Pencharche, and he might have had his writ and made his demand in Pencharche, and so we pray judgment of this bad writ.—*Middelton.* The vill named in the writ is known by that name, ready, &c.—*Kyngesham.* You suppose Pennal to be out of Pencharche, whereas it is in Pencharche, and thereof we pray judgment.—*Middelton.* Every writ which is brought for tenements implies them to be in a vill or hamlet, one or the other; and since you have admitted that Pennal is a hamlet, and we bring our writ for tenements in Pennal, we pray judgment &c.—*Kyngesham.* If you had brought your writ for tenements in Pennal, simply, your writ would have been good, but the addition of "near" makes your writ bad. — BRUMPTON. Answer over.— *Mutford* prayed a view, and had it.

§ In a Cessavit the tenant came before judgment given, and tendered the arrears, and offered such security as the court should think fit.—BERREWIK. What security will you give?—*Middelton.*. Sir, he offers to bind other tenements to supply a distress.—*Hunt.* We would prefer taking pledges, for he cannot bind tenements which are of another's fee.—*Middelton.* See here A. and B., who become pledges or mainpernors for him.—BERREWIK. Do you bind yourselves and your heirs, &c.?—*The mainpernors* replied, Yes, sir.—*Hunt.* We pray our arrears and our damages.—*Westcot.* You ought not to have damages: for suppose a man is disseised of his rent and brings an assise; in such case he shall only recover the arrears; no more shall you in this case, &c.

§ Maud Hewys brought her writ of Right of Wardship against Stephen Tredewy, and said that tortiously he deforced her of the wardship of John son and heir

charche e Pennal sunt viles severales, nous vus dioms qe Pennal est hamele de Penecharche, la ou il poet aver son bref e fere son demaunde en Pencharche, dont nous demaundoms jugement de ce mauveys bref.—*Middelton.* La vile nome en bref conu par cel noun, prest, &c.—*Kyngesham.* Vus supposez Pennal estre hors de Pencharche la on yl est en Pencharche ; e de ce demaundoms jugement.—*Middelton.* Chescun bref qe est porte dez tenementz est en vile ou en hamele cest un ; e depus qe vus avez conu qe Pennal est hamele, e nous portoms nostre bref en Pennal, demaundoms jugement, &c.—*Kyngesham.* Si vus ussez porte vostre bref dez tenementz en Pennale simplement, sy sereyt vostre bref bon, mes cel addicion " juxta " fest vostre bref maveys.—BRUMPTON. Dites outre.—*Mutford.* La vewe. Et habuit. A.D. 1302.

§ En un " cessavit," le tenaunt vynt avant jugement rendu, e tendy lez arreres, e trova seorte tel com la curt voreyt, qe bon fust.—BERREWIK. Quele seorte volez vus trover.—*Middelton.* Sire, il veut obliger altres tenementz a sa destresse.—*Hunt.* Nous voloms meuz aver plegges, qil ne pout nent obliger tenementz qe sunt de altri fee.—*Middelton.* Veez cy A. e B. qe devenent plegges ou meynpernours pur ly.—BERREWIK. Obligez vus e vos heyrs, &c. ?—*Les meynpernours.* Sire, oyl.—*Hunt.* Nous prioms nos arreres e nos damages.—*Westcot.* Damages ne devez aver, qe je pose qe un homme fut disseisy de sa rente, e il portat lassise, si ne rescovereyt il forke lez arreres ; nent plus de cest part, &c. Cessavit.

§ Maud Hewys porta son bref de dreit de garde vers Estevyn de Tredewy, e dit qe atort ly deforce la gard de Jon fiz e heyr C., &c., e pur ce qe lavandit C. De recto de custodia.

A.D. 1302. of C., &c.; and for this, that the said C. held his land of her by knight-service.—*Westcot.* Stephen has no estate in this wardship except by virtue of a lease from E. de Beaupre, and he vouches him to warranty by aid of this court.—*Hunt.* You cannot vouch, for we have counted against you, as above, and you have admitted that you are seised of the body; judgment &c.; and on the other hand, it is a writ which is pleaded by attachment and distress.—BERREWIK. Can you urge any other reason why he cannot vouch?—*Hunt.* I never saw a voucher in a writ of this kind.—BERREWIK. Let the voucher stand.—*Stephen* came into court and warranted, and said that the infant's father held of him by knight-service. And the lady said that she holds nothing of him by knight-service, &c. Therefore a jury, &c.

§ Note, that where a writ of Formedon in the Descender is brought, it is a good answer to the tenant to say that the donor never gave anything.

§ Joan the daughter of Nicholas Coun brought an assise of "novel disseisin" against Joan the daughter of William Conon and Genevieve de E., Roger Trewenelk, and John Trewenelk, and complained that she was disseised of a house and two furlongs of land in N.—*Lanfar.* As to a third part, we tell you that Sara holds it in dower, and thereof we pray judgment; as to Genevieve de E., we tell you that the Roger named in the writ is her husband, and that she is not called his wife in the writ; judgment of the writ.—*Kyng.* I say that she is tenant and disseisor, and that is sufficient; and so, although I have mistaken the description of Genevieve, yet thereby my writ shall not abate.—*Westcot.* In this case it shall; and if it be found that Genevieve is the only disseisor, then, she not being called the wife of Roger, the writ shall abate.—THE ASSISE said that Joan was never

sa tere de ly tynt par service de chivaler.—*Westcot.* A.D. 1302. Estevyn nad nul ren en cele garde si non del lees E. de Beaupre, e le voche a garrantie par eyde de ceste curt. —*Hunt.* Vocher ne poez qe nous avoms conte vers vus, ut supra, e vus avez conu qe vus estes seisy du cors; jugement &c.; e de altre part, cest un bref qe veut estre plede par attachement e destresse.—BERREWIK. Savez altre choz dire pur quei il ne peut vocher?—*Hunt.* Je ne vi unkes mes vocher en ce bref.[1]—BERREWIK. Estoyse le vocher.—*Estevyn* vynt en curt, e garrantit, e dit qe le pere lenfaunt tynt de ly par service de chivaler; e la dame dit qil ne tent ren de ly par service de chivaler, &c. Ideo Jurata, &c.

§ Nota, qe la ou bref de forme de don en le decender est porte, si est il bon respouns al tenaunt a dire qe le donour ne dona unkes ryen. Nota.

§ Jone la fille Nicholas Coun porta une assise de novel disseisin vers Jone la fille Willame Conon e Geneveve de E., Roger Trewenelk e Johan Trewenelk, e se pleynt estre disseisy de un mes e deus ferlinges de tere en N.—*Lanfar.* Quant a la terce partie nous vus dioms qe Sara la tent en dower, e de ce demaundoms jugement; quant a Geneveve de E. nous dioms qe Roger qest nome en bref est son baroun, e ele nent nome com sa femme en le bref; jugement de bref.—*Kyngesham.* Je dy tenaunt e disseisour, e ce mey suffit; dont tot ey je mespris le nom Geneveve, par tant ne se abatera poynt mon bref.—*Westcot.* En cas si fera; e si trove seyt qil ny eyt altre disseisour qe Geneveve, cele nent nome la femme Roger, le bref sey abatera.—LASSISE dit qe Jon ne fut unkes Novel disseisin.

[1] en ceo bref, not in C.

A.D. 1302. seised. Therefore she took nothing, &c., by her writ, but was in mercy for her false plaint.

§ To a writ brought against the Prior of Launceston in Trewysek and Sanson, it was answered by *Westcot*, We pray judgment of the writ, for whereas he supposes by his writ that Trewysek and Sanson are separate towns, we tell you that Trewysek Sanson is one town; judgment, &c.—*Middelton.* The tenements are within the towns named in the writ, ready, &c.—*Mott.* There is no town in Cornwall called Sanson, ready, &c.—And the writ was quashed by BERREWIK.

§ One A. brought his writ of Formedon in the Reverter.—*Westcot.* What have you to show the form of the gift?—*Kyng.* Good matter in pais.[1]—*Westcot.* See here the deed of your great-grandfather, of whose seisin you claim, which shows that the gift was in fee-simple; judgment &c.—*Kyng* imparled on the deed, and then said that it was not the deed of his ancestor.—*Mutford.* You cannot say that; for see here the deed of your grandfather, which witnesses that he has granted and confirmed for him and his heirs the gift made by his father, &c.—*Kyng.* You shall not avail yourself of that, for you have proffered the first deed in bar, to which deed we have answered; and on the other hand, although it were a quit-claim or a fine, you should not be received thereto. And he cited an old case where a good manor was lost by such an answer.—*Mutford.* If he who now brings the writ were to admit the deed now proffered to be the deed of his ancestor, he would be barred by that admission; for the same reason he shall be barred by what his ancestor admitted by this deed which we have here.—BRUMPTON. If the first deed be good, then the confirmation is good; but if bad, then &c.—*Westcot.*

[1] The form of Westcot's question here (and in the next case) seems to require that "bon pays" should be thus understood.

seisy; ideo nichil, &c. per breve suum, sed sit in miseri- A.D. 1302.
cordia pro falso clamore.

§ A un bref porte vers le priour de Lancentone en Trewysek e Sanson fut respondu par *Westcot.* Nous demaundoms jugement du bref, qe la ou il suppose par son bref Trewysek e Sanson estre viles severales, nous dioms qe Trewysek Sansone est un vile, jugement, &c.—*Middelton.* Qe lez tenementz sunt compris en lez viles nomez en le bref, prest &c.—*Mott.* Qil niad nule tele vile en Cornewayle qe seyt apele Sanson, prest, &c. Et cassatur per BERREWIK.

§ Un A. porta son bref de forme de don en le reverty.—*Westcot.* Quei avez de la forme?—*Kyng.* Bon pays.—*Westcot.* Veez cy le fet vostre besael de qi seisin vus demaundez, qe tesmoygne le don estre fet simple; jugement, &c.—*Kyng* enparla sur le fet, e pus dit qe ce ne fut nyent le feet son ancestre.—*Mutford.* Ce ne poez dire, qe veez cy le fet vostre ael qe tesmeyne qil ad graunte e confirme, pur ly e sez heyrs, le don fet par son pere, &c.—*Kyng.* Vus ne avendrez mye, qe vus meystes avant le primer feet pur barrer, a quel fet nous avoms respondu; e de altre part, tot fut il quiteclame ou fyn, vus ne serriez pas resceu: alleggant vetus placitum ubi bonum manerium fuerat perditum par tel respouns.—*Mutford.* Si cely qe ore porte le bref conuseyt le fet qe ore est mys avant estre le feet son ancestre, si sereyt il barre par sa conisance; par meme la reson sera il barre par la conisance son ancestre par ceu feet qe cy est.—BRUMPTON. Si le primer fet est bon, dont est le confirmement bon; e si malveys, donc &c.—*Westcot.* Nous prioms qe nous pussum

Forma donacionis en le reverti.

A.D. 1302. We pray that we may offer this deed in evidence to the Inquest.—BRUMPTON. Do so in God's name.

§ To a writ of Entry brought against, &c., *Westcot* asked what the demandant had to show for the term.—*Kyng.* Good matter in pais.—*Westcot.* See here the deed of the same person who you say leased for the term, which witnesses that the conveyance was in fee; judgment.—*Kyng.* We tell you that our ancestor leased to you these tenements in the form supposed by our writ, and afterwards executed to you that deed whilst he was of unsound mind; judgment if that deed ought to prejudice us.—*Westcot.* Thereon we will go to judgment,—since you have admitted that the conveyance was made by your ancestor whilst he was &c., for which case a particular writ is provided,—if on this writ they ought to be answered.—BRUMPTON &c., nothing by his writ.

§ A writ was brought against Sir Serle de Nauns Lagernon, who fled and made default.—*Hunt* (for the demandant). Sir, we pray judgment on the default of Serle, and we pray that the land may be taken into the King's hands.—BERREWIK. All his lands are already taken, &c.; so it would be superfluous to take them again.—*Hunt.* It would be a great hardship for us if we should not now have our recovery against him, for something may happen to withdraw them for ever from our power to recover; for example, we have seen in a like case before you where a man was indicted for killing another, that he answered everybody, and that lands and tenements were recovered against him; and that he afterwards suffered judgment for the same felony. —BERREWIK. Take you Serle to the castle, and we will do you the like justice.

§ Showeth to you Henry the son of Torkin, who is here,

mettre ceo fet avant en evidence a lenquest.—BRUMP- A.D. 1302.
TON. Fets de par deuz.

§ A un bref de entre porte vers, &c., fut demaunde par *Westcot*, quei le demaundant aveyt du terme.— *Kyng.* Bon pays.—*Westecot.* Veez cy le feet meme cely qe vus dites qe dust aver lesse a terme, qe temoygne le lees estre en fee ; jugement.—*Kyng.* Vus dioms, qe nostre ancestre vus lessa cez tenementz auxi com nostre bref suppose, e pus vus fit ceo fet taunt com il fust de noun seyn memoyrie ; jugement si ce fet nous deyve nuyre.—*Westcot.* La serum en jugement, pus qe vus avez conu le lees estre fet par vostre ancestre taunt com il &c., en quel cas il iad certeyn bref purveu, sy a cesty bref deyvent estre respoundu.—BRUMPTON, &c., ryen par son bref.[1] Entre ad terminum qui preteriit.

§ Bref fut porte vers Sir Serle de Nauns Lagernon,[2] qe fut fustif e fit defaute.—*Hunt* (pur le demaundant). Sire nous prioms jugement de la defaute Serle, e prium qe la terre seyt prise en la meyn le Roy.—BERREWIK. Totez sez terres sunt prises, &c. ; donc a les prendre altre feez sereyt nugacion.—*Hunt.* Graunte duresse sereyt ore a nous, si nous ne dussoms ore nostre rescoverer aver vers ly; qe altrement par cas serunt ostes de nostre rescoverer a toz jors; e pur ce, avoms veu en teu cas devant vus, ou hom fut endite de mort de homme, qil ad respondu a tote genz, e qe homme ad rescovery vers ly terre e tenementz, e qe il apres eyt porte jouyse de meme la felonye.—BERREWIK. Amovez vus Serle en le chastel, e nous vus froum meme la ley. Nota : Defalta fugitivi.

§ Ceo vus mostre Henry le fiz Torkin[3] qe cy est, qe Forma

[1] e se purchase par autre bref &c. C.

[2] Lanlazaron. C.

[3] fiz H. de Thorkyn. C.

A.D. 1302. that Ralph Kernege who is there, tortiously deforces him of a house and one acre of land with the appurtenances in N.; and tortiously for this, that it is his right, and for the reason that one A. was seised of that house and that land, in his demesne as of fee and of right, in time of peace, in the time &c., the esplees &c., to wit &c.; which A. gave those tenements to B. and C. for their lives, and that after their deaths the said tenements should remain to this Henry; by which gift they were seised in their demesne as of freehold, in time &c., in the time of the King &c., the esplees &c., amounting &c., as of freehold; and which tenements, after the deaths of B. and C., ought to remain to the said Henry, by the terms of the aforesaid gift: and if Ralph will deny it, Henry has good suit to prove it.—*Kyngesham.* Inasmuch as he fixes no right in his person, judgment of this writ; and judgment, if on this writ he ought to be answered.—*Westcot.* We cannot have any other form of writ out of the Chancery; and if you will abate this writ, give us another.—*Kyngesham.* Every one who is a stranger may demand one.—*Mutford.* You have had a View in Banc, and thereby you have admitted the writ to be good in point of form.—*Kyngesham.* Shame to be him him who prayed the view; still, you ought not to be answered; for see here a fine, which witnesses that A. gave the tenements to B. alone, and that after his death one moiety should remain to G., and the other moiety should revert to himself; now you are not that G.; judgment if you can demand anything.—*Mutford.* Then do you say, that whereas our writ supposes the gift to be made to B. and C., the gift was made to G. alone, and for that reason pray judgment of the writ.—HERVY. He advances the exception against the writ, and against the action.—*Mutford.* We will imparl.—And then he lost his writ by non-suit, &c.

Rauf Kernege qe la est atort ly deforce un mees e un acre de terre ov lez appurtenaunz en N., e pur ce atort, qe cest son dreyt, e par la resoun qe un A. fut seisy de cel mees e cele terre, en son demeyne com de fee, e de dreyt, en tens de pees, en tenps &c., lez esplez &c., nomement &c.; le quel A. dona ceus tenementz a B. e C. a lor deus vies, e qe apres lour desses, meymes les tenementz remeyndreynt a cesty Henry; par quel don il furent seisy en lor demeyne com de fraunc tenement, en tenz &c., en tenz le Roy &c., lez esplez &c., montant &c., com de fraunc-tenement; e lez queus tenementz apres la mort B. e C., a cesty Henry remeyndre deyvent, par la forme del don avandit: e si Rauf le veut dedire, Henry en ad sute bone.—*Kyngesham.* Desicom il lye nul dreyt en sa persone, jugement de cesty bref; e jugement si a cesty bref deyve estre respoundu.—*Westcot.* Nous ne poms altre forme aver en la Chancelerye; e si vus volez cesty bref abbatre, donez nous altre.—*Kyngesham.* Si poet chescun estraunge demaunder.—*Mutford.* Vus avez eu la vewe en Baunk, e par taunt avez afferme le bref bon quaunt a la forme.—*Kyngesham.* Honi seyt qe la vewe demaunda; uncore, qe ne devez estre respoundu; qe veez ycy fine qe tesmoygne qe A. dona lez tenementz a B. soul, e qe apres son deces la moyte remeyndreyt a G., e lautre moyte returnereit a ly memes; donc vus nestes pas cely G; jugement si vus pussez rien demaunder. *Mutford.*—Dounc detes vus, qe la ou nostre bref suppose le don estre fet a B. e C., qe le don se fist a G. soul, e par taunt demaundez jugement du bref.—Hervy. Il done le excepcion pur bref e pur accion.—*Mutford.* Nous enparleroms.—E pus perdit son bref par nonsute, &c.

A.D. 1302. donacionis en le remanere.

A.D. 1302. § One A. brought his writ against Robert Balam, and B., and C., for tenements in F.; and demanded three acres of land against each. — *Kyng.* B. and C. vouch to warranty a Prior &c., as for tenements in Lanhoderek, and not in F.; and this A. says that the tenements are in the vill of F.; and the Prior says that they were in his vill in Lanhoderek. As to Robert, he says that he only held two acres and a half of land, and he vouches the said Prior as above.

§ Henry Bodiran brought a writ of Entry against Thomas Lerscdekne, thus, " Into which he has not " entry, except after the disseisin which Philip Lerse- " dekne committed on Roger le Bodiran, father of the " said A., whose heir he is."—*Middelton.* He ought not to be answered; for see here the deed of F. his grandfather, which witnesses that he enfeoffed us of these tenements, and bound &c.; then, if we &c., judgment.—*Mutford.* Whatever deed you bring forward, we will aver our writ &c. — *Launfar.* The rule in pleading is, that where a deed is put forward, you must first admit or deny the deed; and we pray &c.— *Mutford.* We tell you that nothing has descended to us from him whose deed you put forward; judgment, &c.—*Launfar.* As before.—BRUMPTON. If his father had been purchaser, and his grandfather had disseised him and enfeoffed you, would it be right that he should be barred by his deed, since he has nothing by descent from him. Also, this is a writ of Entry; the entry is admitted, so you have only to plead to the disseisin, &c.—*Lanfar.* We tell you that he is heir in blood, &c.—BRUMPTON. Heirship has reference to the heritage, and not to the blood.—*Mutford.* Inasmuch as we demand these tenements on the tort of him himself, and no profit has descended through him to us, so as to purge this tort, judgment if we have any need to reply to his deed.—*Middelton.* Since we have put forward in

§ Un A. porta son bref vers un Robert Balam, e B. e C., dez tenementz en F.; e demaunda vers chescun treis acres de terre.—*Kyngesham.* B. e. C. vochent a garantie un priour,[1] &c., cum de tenementz en Lanhoderek, e non pas en F.; qe cesty A. dist, qe les tenementz sunt en la vile de F.; e le priour dit qil sunt en sa vile en L. Quaunt a Robert il dit qil ne tyent forke deus acres de terre e demi, e voche meme cely priour, ut supra. A.D. 1302. Voucher.

§ Henry Bodiran[2] porta un bref de entre vers Thomas Lersedekne, tel, "in quam non habet ingressum, nisi "post disseisinam quam Philippus Lersedekne fecit "Rogero le Boderan patri predicti A., cujus heres ipse "est."—*Middelton.* Il ne deyt estre respoundu; qe veez cy le fet F. sun ael, qe tesmoyne qil nous feffa de cez tenementz, e obliga, &c.; dunt si nous, &c., jugement.—*Mutford.* Quel fet qe vus metez avant nous voloms averer nostre bref &c.—*Launfar.* Ordre de pleder est, qe la ou fet est mys avant, primes conustre le fet ou dedire; e prioms &c.—*Mutford.* Nous vus dioms qe ren ne nous est decendu par cely qi fet vus metez avant; jugement, &c.—*Launfar.* Ut prius.—Brumpton.[3] Si son pere fut purchasour, e son ael le disseisist e vus feffa, serreyt il reson qil fut barre par son fet de pus qil nad ren par descent de ly. Item, cest un bref de entre, le entre est conu, dount navez a pleder forke a la disseisine, &c.—*Lanfar.* Nous dioms qil est heyr de saunk, &c.—Brumpton. Heyr ad relacion al heritage, e noun pas al saunk.—*Mutford.* Desicom nous demaundoms cez tenementz del tort memes cely, e nul profit ne nous est decendu par my ly, a purger ceo tort, jugement si a son fet avoms mestre a respoundre.—*Middelton.* Depus qe nous avoms mys Entre sur disseisine en le post.

[1] le priour de Bomyne. C.
[2] Henry de Bodrugan. C.
[3] C. omits the name of Brumpton.

A.D. 1302. court the deed of your grandfather, whose heir you are, &c., by which deed you shall be bound to us in warranty &c., and which deed cannot be denied, but is tacitly admitted; judgment if you ought to be answered.

§ To a writ brought against Roger de Karmynoun for tenements in B. near that town, it was answered by *Mutford,* that B. was neither a borough nor a vill; judgment of the writ. — *Lanfar.* The place is known by that name; ready &c.—*Mutford.* It is not sufficient unless the demand be made (of tenements) in a certain vill.—*Lanfar.* The place is a great waste which is not in any vill. — BERREWIK. Is it arable land or moor, &c.? — *Lanfar.* Arable land. — BERREWIK. In what parish is it?—*Lanfar.* In none.—BERREWIK. That cannot be; for some person receives the tithes when the land is sown.—*Mutford.* Sir, the parson of C. receives them; and he can have a good writ for tenements in G.—HERVY. Inasmuch as you have misframed your writ by omitting to make your demand in a certain vill, and he points out to you a vill and so gives you a good writ, therefore the court adjudges &c., in mercy for your false plaint.

§ Ralph de Arundel complained by Bill that Roger Igerpen [Ingepenne] on such a day, in such a year, came with force and arms to Carriez, and broke open the coffer of the said Ralph, and carried off a silver cup worth &c., and a "noyse" mounted with silver, &c., and his charters and his muniments tortiously, &c., a thousand pounds.—*Kyng.* Judgment of this count, for in counting he has not specified what charters; and we pray judgment, &c.—*Westcot.* If this were a writ "for restoration of charters," your argument would be good; but we complain generally that you took our charters, &c.—*Mutford* denied &c., the coming &c.; and as to its being against the peace &c.; and

avant en curt le fet vostre ael, qy heyr &c., par quel fet vus nous serrez tenuz a la garrantie, &c., le quel fet ne poet estre dedist, eynz graunte en tesaunt, jugement si vus devez estre respoundu. A.D. 1302.

§ A un bref porte vers Roger de Karmynoun dez tenementz en B. juste cele vile, fut respoundu par *Mutford*, qe B. ne fut Burg ne vile; jugement de bref.—*Lanfar.* Le leu conu par teu noun; prest, &c.—*Mutford.* Ce ne suffit pas sans ceo qe la demaunde ne seyt en certeyne vile.—*Lanfar.* Cest un graunt Wast qe est en nule vile. — BERREWIK. Est ceo tere arable ou more, &c. ?—*Lanfar.* Tere arable.—BERREWIK. En quel parose est ceo ?—*Lanfar.* En nule.—BERREWIK. Ceo ne poet estre; qe ascun persone resceyt le dymes quant la tere sest seme.—*Mutford.* Sire, la persone de C. lez resceyt, &c.; e il poet aver bon bref dez tenementz en G.—HERVY. Pur ceo qe vus avez mespris vostre bref sanz fere vostre demaunde en certeyne vile, e il vus nome vile, e par tant il vus donne bon bref, si agarde &c. in misericordia pro falso clamore.

§ Rauf de Arundel se pleynt par bille qe Roger Igerpen, teu jur e an, dust aver venu a force e as armez a Carriez, e dubrusa le coffer cesty Rauf, e aver apporte une coupe dargent pris, &c., e une noyse herneyse dargent, e sez chartres e sez munimens, a tort, &c., mil livres.—*Kyng.* Jugement de cesty counte, qil nad pas especifie en countant queles chartres; nous prioms jugement, &c.—*Westcot.* Si ceo fut bref "de cartis reddendis," vus dirriez ben; mes nous pleynoms si generalement qe vus pristes nos chartres, &c. —*Mutford* defendi, &c., le venir, &c.; e quant qest encountre la pees, &c.; e quaunt a la coupe e a la Pleynt per bille.

A.D. 1302. as to the cup and the "noyse," he said that Roger took nothing, &c.; as to the charters he answers you, and says that C., Ralph's mother, enfeoffed him of the manor of Carriez, and that he found there a coffer containing charters and muniments; that he sealed it up in the presence of credible persons, and sent it off to C's brothers, to be kept, &c.; without committing any tort, &c.—*Hunt.* What do you answer to the main charge of coming with force and arms? — BERREWIK. Since you have admitted that you have delivered the charters, &c., we command you to produce the coffer before us here in Court, on such a day, &c.

§ In a plea of dower, Master Henry de Bray had waged his law, on non-summons, against Amabel, wife of Henry de Rokeby; on the day appointed for doing his law, he was in court; and the proceedings were removed out of the court, into Banc.— METINGHAM. You waged your law here; are you come to produce what you offered in court?—*Henry.* Sir, the King is seised of my body and of my lands, wherefore I cannot do my law; and even if I were willing to yield up the land, I cannot do so in respect of a thing which is in the King's hands.—*Herteford.* The seisin which the King as is only by way of distress; for the fee and the freehold remain in us. — And he (*Henry*) replied, Sir, I was brought from the Tower in custody, and I shall be taken back there; therefore I have not the free will and state of a person at large; and so I can not do my law.—*Mutford.* You are now free, you can go and fetch your compurgators.—But he would not; therefore it was adjudged that the woman should recover; and that he should be in mercy; but execution was respited until the King should authorize the justices to issue execution.—*Note;* it was said by *Mutford*, that the King, notwithstanding his seisin of that kind, never in such

noyse, Roger ne prist nyent, &c.; quaunt a les chartres, il vus respound, e dist, qe C. mere Rauf ly feffa del maner de Carriez, si qil trova ileke un coffre ou yl y aveynt chartres e munimens; il vynt devant bone gent e le fist enseler, e le maunda a lez freres de C. a garder, &c., saunz tort fere, &c.—*Hunt.* Quei responez vus a le gros a venir a force e as armes? —BERREWIK. De pus qe vus avez conu qe qus avez deliveres lez chartres, &c., nous vus comandoms qe vus eez le coffre ceynz devant nous tiel jur, &c. A.D. 1302.

§ Mestre Henri de Bray encontre Amabille qe fut la femme Henri de Rokeby, en play de dower, aveyt agage une ley de noun sumouns; al jur done de la ley, fut il en la curt; e fut amene hors de la curt en Bank.—METINGHAM. Vus agagastes une ley ceynz; estes vus venuz a furnyr ceo qe vus tendistes en curt?—*Henri.* Sire, le Rey est seisy de mon cors e de mes teres; qar quei jeo ne pusse ley fere; e mesqe jeo vousise rendre, jeo ne le purray fere de chose qest en la seisine le Rey.—*Herteford.* La seisine le Rey ad, si nest forqe en noun de destresce; car le fee e le fraunc tenement demort en nous.—E il respound, Sire je fu amene de la Thour en garde, e ilecqes seray ramene; par quei ne suy de fraunche volunte ne condicion cum homme de peuple; par quei jeo ne pu pas de ma ley purvere.—*Mutford.* Vus estes ore de fraunche condicion, alez si vus querez vostre ley.—E el ne voleyt poynt; par quei fut agarde qil recovresit e il en la mercy; mes le execucion vous delaye taunt qe le Rey grauntat a lez justices de fere execucion.—*Nota*, par *Mutford*, qe le Rey ne veut mye, tut seyt il seisy en cele manere, qe nul dreyt en tel cas seyt delaye par

A.D. 1302. a case allows any person's right to be delayed by reason of his seisin; and he cited the case of Sir William Montecanise, where the wardship was given up by consent of the King: but these two cases are widely different.

§ Thomas de Maneyswerthe brought his writ of Mesne against Robert Morton, and said that tortiously he did not acquit him of the service which the Prior of Launceston demanded of him, &c.—*King.* Judgment of this writ; for whereas he says "of his "freehold," he ought to have said only "of freehold." —HERVY. Answer over.—*King.* What have you to show the right to acquittance?—*Lanfar.* You yourself enfeoffed us of these tenements, to hold of you by homage, and by fealty, and by the service of so much yearly; and you bound yourself and your heirs to warranty and acquittance, &c. And he put forward a deed which contained only the words "war- "rant and defend."—*King.* Since the deed, which he puts forward to bind us to acquittance, does not state that we are to acquit him, judgment &c.—*Lanfar.* By the word "defend" acquittance is implied, &c.—BERREWIK. Know that each word has its own particular signification; warranty has reference to the demesne; acquittance to the services; defense to the King's debt.—BRUMPTON. The word "defend" was used when the Jews were in the land, and was first provided to meet their case.—*Mutford.* Since he is seised of our services, and his deed states that he is to defend us, and acquittance is defense, judgment if he ought not to acquit us.—*King.* Since you want to bind us to acquittance by virtue of a deed which does not purport acquittance, judgment &c.—And so to judgment.—*Mutford.* We were enfeoffed by that charter of the said Robert, and he by the same charter has acquitted us, and he is seised of our

la resoun de sa seisine; e mist avant ensample de sire Willame de Montecanise, ou la garde fut done par consel le Rey; sed isti duo casus multum discrepant. A.D. 1302.

§ Thomas de Maneyswerthe porta son bref de meen vers Robert Morton, e dist qe atort ne ly aquistat de le service qe le priour de Launcenton ly demaunda, &c. —*Kyng.* Jugement de cesty bref; qe la ou il dit " de " libero tenemento suo," si ne dust il dire forqe " de " libero tenemento " tantum.—HERVY. Dites outre.—*King.* Quei avez de la quitance.—*Lanfar.* Vus memes nous feffatz de ces tenementz, a tenir de vus par homage, e par fealte, e par le service taunt par an; e obligastes vus e vos heyrs a la garantie, e a la quitance, &c.—E mist avant fet qe voleyt garantie e defens tantum.—*King.* Desicom lespecialte, qil mette avant pur nous lyer a la quitance, ne veut pas qe nous le devoms aquiter, jugement, &c.—*Lanfar.* Qe per cele parole " defens " est entendu aquitance, &c.—BERREWIK. Entendez vus qe chescun parole porta sa force; garantie ad relacion al demeyne; aquitance a lez services; defens a la dette le Rey.—BRUMPTON. Cest parole " defend " avoyt leu quant le Juys furent en la tere, e fu primes purveu pur eux.—*Mutford.* De pus qil est seisy de nos services, e son fet veut qil nous deyt defendre e aquitance est defens, jugement si il ne nous deyt aquiter.—*Kyng.* Depus qe vus nous volez lier a la quitance par my especialite, la qele especialite ne veut pas aquitance, jugement &c. Et sic ad judicium.—*Mutford.* Nous sums feffes par cele chartre de memes cesty Robert, e il par meme ceste chartre nous ad aquite, e seisi est de nos services, jugement &c. De medio.

A.D. 1302. services; judgment &c.—HERVY. Answer if you have acquitted him by virtue of that deed, or not; and if you are seised of the services by his hand.—And he (*Kyng*) then acknowledged that he ought to acquit, and his acknowledgment was entered on the Roll; and he was in mercy because he had not previously made acquittance.

§ William Bottreux brought his writ of Right of Wardship against Roger Carmynou, and demanded William the brother and heir of John de C., the wardship of whom belonged to him, because the said John his brother held of him (William) by knight-service.—*Middelton.* Roger answers you and says that he claims nothing in the wardship as of right; and whether the wardship belongs to you or not, it does not to him; but he tells you that this William, with the consent of his mother and his friends, married his (Roger's) daughter, and resides with his wife when and where he pleases; judgment if in this case you can claim the wardship against him.—BRUMPTON. Your answer is double, and cannot be received by the Court. (He did not, however, assign the reason.)—*Middelton.* Roger tells you that the infant is married to his daughter, and lives of his own free will with his wife, and that he does not deprive you of the infant.—*Mutford.* Since you have admitted that the infant is in your power, and living with you, we pray that the infant may be delivered to us, and that you may be condemned in our damages.—*Westcot.* You cannot claim damages against us, without assigning a tort in our person; but you cannot assign a tort; for we tell you that in the lifetime of John, the brother of William, William whilst he was in your ward married our daughter; so that you cannot assign any tort in our person; judgment &c.—*Kyng.* We say that at the time when he says that the infant was married, he (the infant) was

—HERVY. Responez si vus leez aquite par ceu fet ou non; e si vus seez seisy de services par my sa mayn.—E pus conysseyt qil deveyt aquiter, e sa conusance entre en Roule, e fut en la mercy pur ce qe il ne ly out avant aquite. A.D. 1302.

§ Willame Bottreux porta son bref de drcit de garde vers Roger de Carmynou, e demaunda Willame, frere e heyr Jon de C., qi garde a ly appent, pur ceo qe le avantdit Jon de C. son frere tynt de ly par service de chivaler.—*Middelton.* Roger vus respound, e dit qil ne cleyme ren en la garde de dreyt; e le quel qe la garde a vus appent ou nemye, ce nest pas a ly; mes il vus dit qe cely Willame de la volunte sa mere e sez amys se fit marier a sa file, e est demorant ove sa femme quaunt il veut; jugement si vus pussez en tel cas vers ly nule garde desreygner. — BRUMPTON. Vostre respouns est double, e non resceyvable de curt; et non assignavit causam. —*Middelton.* Roger vus dit qe lenfaunt est marie a la file, e veske a sa femme a sa volunte, e qil ne vus deforce mye lenfaunt.—*Mutford.* De pus qe vus avez conu qe lenfaunt est a vostre volunte e demorant ov vus, nous prioms qe lenfaunt nous seyt delyvers, e qe vus seez condempne en nos damages.—*Westcot.* Damages vers nous ne poez dereygner, si vus nassignez tort en nostre persone; mez tort ne poez pas assigner, qe nous vus dioms qe vivant Jon frere Willame, e en vostre garde esteant, si fut Willame marie a nostre fille, issi qe vus nassignez nul tort en nostre persone; jugement, &c. —*Kyng.* Nous dioms qe a tel houre quant il dit qe lenfaunt dust estre marie, se ne fut forqe del age cink De recto de custodia.

A.D. 1302. only five years old; and even at the present time he is not of sufficient age to assent to a marriage, for he is under the age of fourteen years; and he (Roger) has admitted that the infant's brother held of us by a service which gives wardship; and we pray delivery of his body, and our damages for the deforcement.—*Westcot.* If the Court will that we deliver the infant, who was married to our daughter in his brother's life time, and before any right of wardship as to his person accrued to you, we will do what the Court shall order. —BERREWIK. We command you, under the penalty of a hundred pounds, that you have the infant here before us on such a day.—Roger brought the infant. —*Mutford* recapitulated the proceedings, as above, and prayed delivery of the body, and his damages, &c.—*Middelton.* As above.—*Kyng.* The infant was married when his brother lay ill, &c.—BRUMPTON. Although the infant was married before the right of wardship accrued to William (Bottreux), yet he was not of an age to assent to marriage; then, if after the death of his brother he had been given up to William in that condition, he might have disagreed to the marriage, and so William might have had the marriage of him; but now, you have detained him so long that he cannot disagree. —*Westcot.* He cannot recover damages unless for the marriage or the detention; for the marriage he cannot, for he had no right when the marriage took place; for the detention he cannot, for we came on the first day, &c.—BRUMPTON adjudged that the infant should be delivered to William.—BERREWIK. Sir William, take his homage, for the age &c. And Sir William received his homage in the presence of the justices.

§ One A. brought a writ of Entry against B., and made his demand for tenements in Nosgedeyk near Tregerone.—*Kingesham.* Judgment of this writ; for whereas the writ states the tenements to be in Nosgedeyk near

anz; e uncore huy ce jur si nest il poynt de tel age qil pusse a mariage assentir, qil est dedenz le age de xiiii. anz; e il ad conu qe son frere tynt de nous par service qe donne garde; nous prioms deliverance de son cors e nos damages pur le deforcement.—*Westcot.* Si la curt veut qe nous deliveroms lenfaunt qe fut marie a nostre fille vivant son frere, e eynz ceo qe nul dreit de garde vus fut accru en sa persone, nous ferom ce qe la curt agardera. — BERREWIK. Nous vus comandoms souz peyne de cent livres qe vus eez lenfaunt ycy devant nous tali die.—Roger amena lenfaunt.—*Mutford* rehersa le proces, ut supra, e pria qe le cors ly fut delivers e sez damages, &c.—*Middelton*, ut supra.—*Kyngesham.* Lenfaunt fut marie taunt com son frere languist, &c.—BRUMPTON. Coment qe lenfaunt fut marie avant qe dreit de sa garde acrut a Willame, nequident il fut de tel age qil ne poyt a nul mariage assentyr; dont si il ust este rendu a Willame apres la mort son frere en cel estat, il ust par cas desassentu issi qe Willame le poyt aver marie; mez ore le avez vus tant detenu qil ne poyt disassentir.—*Westcot.* Il ne poyt damages rescoveryr, si non pur le mariage ou la detenue; pur le mariage nyent, qil naveyt nul dreyt quant il fust marie; pur la detenue nyent, qe nous sums venuz le primer jur, &c.—BRUMPTON agarda qe lenfaunt fut delyvers a Willame.[1]—BERREWIK. Sire Willame, prenez son homage, qe lage, &c. — Et recepit homagium in presencia justiciariorum. A.D. 1302.

§ Un A. porta bref de entre vers B., e fist la demaunde dez tenementz en Nosgedeyk juxta Tregerone.—*Kingesham.* Jugement de cesty bref; qe la ou le bref veut dez tenementz en N. juxta Tregeron, si suppose il qe Vocher en entre.

[1] The case ends here in C.

A.D. 1302. Tregeron, it thereby supposes that Nosgedeyk is a separate vill from Tregeron; judgment, &c.—*Lanfar.* The tenements are in Nosgedeyk, ready &c.—*Kingesham* waived that exception, and vouched to warranty Germain Prior of Bomyneye, &c.—*Lanfar.* You cannot vouch him, for we tell you that neither he nor any of his predecessors has ever been seised of these tenements, either in fee or in service, &c.—*Kingesham.* We will aver that he is at this time seised of our services, &c.—BRUMPTON. That phrase, "fee nor service," may mean that the fee of the services has descended to him who is vouched, although he was never seised of the demesne, &c.—BERREWIK (to *Kingesham*). Have you any specialty by which you can vouch the Prior.—*Kingesham.* No.—BERREWIK. Answer over.—*Kingesham.* He cannot claim anything in these tenements; for we tell you that he himself has released and quit-claimed to us all his right, &c.; judgment.—And he produced a deed which stated as above of tenements in Tranirgone. —*Lanfar.* Our demand is of tenements in Nosgedeyk; and the quit-claim is of tenements in Tranirgone; judgment &c.—*Kingesham.* Nosgedeyk is a hamlet of Tranirgon, and is included in it, &c.—HERVY. You ought to allege that the tenements comprised in the writ are the same as those comprised in the quit-claim which you put forward.—And he did so.—*Lanfar.* The reverse, &c.

§ John Kilcart brought a writ of Formedon in the Descender against Richard Hevys. Richard came into court and vouched to warranty William Boderam. William came by summons, and entered into warranty, and said that he held the tenements, &c., by the law of England, of the heritage of such an one, who was under age; and he prayed aid of him.—*Middelton.* You ought not to have aid, since you have warranted generally, as one having a fee-simple; wherefore you shall not be now admitted to claim an inferior estate.—*Kyngesham.*

N. est vile severale de Tregeron ; e nous voloms averer qe N. est en Tregerion, jugement, &c.—*Lanfar.* Qe lez tenementz sunt en N., prest, &c.—*Kingesham* veyva cel excepcion, e vocha a garrantie Germeyn priour de Bomyneye, &c.—*Lanfar.* Vocher ne ly poez, qe nous vus dioms qe ly ne nul de ces predecessours ne furent unkes seisy de ceuz tenementz en fee ne en service, &c.—*Kingesham.* Nous voloms averer qil est huy ceo jur seisy de nos services, &c.—BRUMPTON. Cele parole fee ne services poet estre entendu, qe le fee des services descend [1] a cely qe est voche, tut ne fut il unqes seisy del demeyne, &c.—BERREWIK (a *Kingesham*). Avez especialte par quei vocher le priour.—*Kingesham.* Navyl.—BERREWIK. Ditez outre.—*Kingesham.* Il ne poet en ces tenementz ren demaunder ; qe nous vus dioms qil meme nous ad relesse e quiteclame tot son dreyt, &c. ; jugement. E mist avant fet qe voleyt ut supra dez tenementz en Tranirgone.—*Lanfar.* Nostre demaunde est dez tenementz en N., e la quiteclame de tenementz en T. ; jugement, &c.—*Kingesham.* N. est hamele de T., e compris en T., &c.—HERVY. Il covent qe vus diez qe lez tenementz contenuz en le bref sunt memes ceux tenementz dont vus mettez avant la quiteclame. Et sic fecit.—*Lanfar.* In contrarium, &c. A.D. 1302.

§ Jon Kilcart porta bref de forme de don en le descender vers Richard Hevys. Richard vint en curt e vocha a garrantie Willame Boderam. Willame vynt par sumouns, e entra en la garrantie, e dist qil tynt lez tenementz, &c. par la ley de Englistere del heritage un tyel qe fut dedenz age ; e pria eyde de ly.—*Middelton.* Eyde ne devez aver, qe vus avez garranti simplement com de fee pure ; par quei vus ne avendrez mye ore a clamer plus bas estat. —*Kyngesham.* Forma donacionis en le descender.

[1] ne fust, C.

A.D. 1302. [We pray the aid &c.—BROMPTONE. If the infant had friend who would sue for him, you would lose your tenancy.—*Kyngesham.*] John ought not to be answered; for the tenements were alienated before the statute; judgment, &c.—And then John lost his writ by non-suit.

§ A poor woman complained by bill, that William Wymond on a certain day, in a certain year, and at a certain place, beat and wounded her &c., and her goods &c.—*Hunt.* She ought not to be answered, because she herself formerly, in the County Court, complained of the same trespass, and we appeared, and went down to an inquest; and it was found by verdict of the inquest that we had not committed any trespass against her; judgment &c.—*Kyng.* We have counted against you, and you do not answer; judgment.—*Mutford.* Since he was acquitted by the verdict of the inquest, if we were now to have another inquest, it would be to attaint one inquest by another.—HERVY. Perhaps it was not the same trespass.—*Hunt.* The same trespass, ready &c.—BRUMPTON. Answer over.—(*Hunt.*) Not guilty, ready, &c.

§ Note, that where a writ of Right of Advowson of a church was brought against the Dean and Chapter of Glasunye [Glasnith in Cornwall?], the writ abated because he was called "Dean," whereas he ought to have been called "Provost" [or Prebendary], &c.; by BERREWIK.

§ A. brought his writ of Right against B., and counted, &c.—*Lanfar* prayed oyer of the Original and of the Pone. The Original said, "given at Launceston "the 7th day of September," and Pone said "given "at Dover the 22nd day of September."—*Lanfar.* Judgment, since he cannot in such a short space of time have sued in the Lords' court, and have shewn error in the court, &c.—BRUMPTON. Now answer

[1] [Nous prioms leide &c.—BROMPTONE. Si lenfant ust amy qe voleit suyr pur luy, vous perdrez vostre tenance. —*Kyngesham.*] Jon ne deyt estre respoundu, qe lez tenemenz furent alienez avant le statut; jugement, &c. —E pus perdi Jon son bref par non sute. A.D. 1302.

§ Une povre femme se pleynt par bille qe Willame Wymond, certeyn jur, an, e lu, ly batist, nafra, &c., e sez byens, &c.—*Hunt.* Ele ne deyt estre respoundu, qe ele meme altrefeez en conte fut pleynte de meme ce trespas, ou nous venymes, e dissendimes en enqueste ou fut trove par verdist denqueste, qe nous ne ly feyms nul trespas; e demaundoms jugement, &c. — *Kyng.* Nous avoms counte vers vus, e vus ne respoundez nyent; jugement.—*Mutford.* Depus qil fut aquite par verdist denqueste, a prendre ore un altre enqueste ce sereyt ateyndre un enquest par un altre.—HERVY. Poet estre qe ceo nest pas meme le trespas. — *Hunt.* Meme le trespas, prest &c.—BRUMPTON. Dites outre.—*Hunt.* De ryen coupable, prest, &c.[2] Pleynte.

§ Nota, qe la ou un bref de dreyt de avoweson de eglise fut porte vers le Deen e lez Chapters de Glasunye, le bref se abbatist, pur ceo qil fut nome Deen la ou il dust aver este nome provost,[3] &c.; par BEREWYK. Note.

§ A. porta son bref de dreit vers B., e conta, &c.— *Lanfar.* Loy del original e del pone. — E voleyt le original "datum apud Lancenton, vii. die Septembris," e le pone "datum apud Douvere xxii. die Sep-"tembris." — *Lnafar.* Jugement, de sicom il ne poyet dedenz si bref tens aver suy en la curt le seygnur, e aver fauce la curt, &c. — BRUMPTON. Ore De recto.

[1] The passage in brackets is not in B.

[2] Et alii in contrarium. Ideo &c. C.

[3] provender. C.

A.D. 1302. over.—And he (*Lanfar*) prayed a View: and according to some, the count could have been abated, because he counted of the third part of a messuage, and then said "the esplees, &c.," as by letting the house, &c.—On another day, *Lanfar* said, Whereas he demands of the seisin of C. descending to B., and afterwards to himself, we say that B., through whom he counts, released and quit-claimed to us all his right; judgment, &c.—*Mutford.* Is this your answer?—And it was avowed.—*Mutford.* We are here in a writ of Right, which is decided by battle or the great assise; and he has put forward a deed in bar, which deed, if it be denied, must be tried by an inquest; and so he has not given such an answer as this writ requires, judgment &c.—And his answer was not allowed: and then he denied the deed.

§ Oliver Chaloner brought a writ of Entre against Thomas Lersedekne, which writ ran, "into which he "had not entry, except by such an one, who tor-"tiously and without judgment disseised William his "father, whose heir he is."—*Thomas.* He did not disseise your father, ready, &c.—THE INQUEST said that one Stephen Hayn held these tenements of William the father of Oliver Chaloner; and that he was a bastard, and died without heir of his body: that William entered as on his escheat, and was seised for half a day, and then was ousted by Edo the father of Thomas.—BRUMPTON. Inasmuch as it is found that Stephen held of William, &c., and that he (William) entered as in his right, and was seised until Edo disseised him, therefore the Court adjudges that Oliver do recover his seisin, and that Thomas be in mercy.

§ Note, One A. acknowledged himself to be R's vilein.—BRUMPTON said to R. Take him by the neck as your vilein, him and his issue for ever.

dites outre. — E il demaunda la vewe, et secundum quosdam, le conte fut abbatable, pur ceo qil conta de la terce partie dun mees, e pus dist lez esplez, &c., com en allowance de mees, &c. — A un altre jur, *Lanfar.* La ou il demaunde de la seisine C. decendant a B. e pus a ly; nous dioms qe B. par my ki il conte, nous relessa e quiteclama tut son dreyt; jugement, &c. —*Mutford.* Volez ce respouns? E il fut avowe.—*Mutford.* Nous sums ycy en un bref de dreit, qe veut prendre issue par battaylle ou graunt assise; e il ad mys avant un fet pur barrer, le quel fet sil seyt dedist veut estre trie par enqueste; e issi na yl pas done respouns com apent a cel bref; jugement, &c.—Et non allocatur; e pus dedist le fet. A.D. 1302.

§ Oliver Chaloner porta un bref de entre vers Thomas Lersedekne, "en le queus il navoyt entre, si non par "un tiel, qe attort e sanz jugement disseisit Willame "son pere, qy heyr il est."—*Thomas.* Qe cely ne disseisit poynt vostre pere, prest, &c.—LENQUESTE dit qe un Estevyn Hayn tyent cez tenemenz de Willame pere Oliver Chaloner; e fust bastard, e morust sanz heyr de sey: Willame entra com en sa eschete, e fut seisy un demi jur, e pus fust oste par Edo pere Thomas.—BRUMPTON. Pur ceo qe trove est qe Estevyn tynt de Willame, &c., e il entra com en sun dreyt, e fut seisy taunt qe Edo le disseisist, si agarde la curt qe Oliver rescovre sa seisine, e Thomas en la mercy. Entre sur disseisin.

§ Nota. Un A. se conisseyt estre le neyf R.—BRUMPTON. Prenez par le coupe, dixit R., com vostre neyf, pur ly e pur son issue a touz jours. Nota.

A.D. 1302. § A poor woman complained that B. had deforced her by frequent distress, and had taken from her a hundred shillings.—*B.* Not guilty. — THE INQUEST said that the woman's son, whom she was bringing up at home, had committed damage in B.'s wood, and that B. came and took two shillings from the woman. —BERREWIK. And inasmuch as he did wrong to distrain the woman on account of her "mainpast," therefore the Court adjudges that she do recover her two shillings, and her damages of sixpence: and that B. be in mercy.

§ A woman brought her "cui in vita" thus, "which she claims to be her right of the gift of one "C., who thereof enfeoffed her and B. her late hus- "band," &c.—The tenant said that it was the heritage of B., so that the woman had nothing therein except as B.'s wife.—THE INQUEST came and said that she who brought the writ was the daughter of C.; that B. offered to marry her; that C. would not permit it, unless B. first enfeoffed the daughter of his (B.'s) land; and that they came to an agreement that B. should enfeoff C., and that C. should then enfeoff his daughter; that C. was enfeoffed, and was peaceably seised for fifteen days, after which he enfeoffed his daughter and B. jointly.—BRUMPTON. What esplees did C. take?— THE INQUEST. He let the pasture, and carried off the beasts which he found there.—BRUMPTON. The Court adjudges that the woman do recover seisin; and that the other be in mercy.

§ Joan the wife of Ralph brought a writ of Dower against Lawrence Treymori and B. his wife, who vouched to warranty Joan daughter and heir of O. Thefard [Giffard], who came into court and warranted, and said that Joan ought not to be answered for [we tell you that] she herself heretofore brought the like writ

§ Une povre femme se pleynt qe un B. laveyt de- A.D. 1302.
force par sovenel destresse, e pris de ly C. s. — *B.* Pleynte.
De reyne coupable.—LENQUESTE dit qe le fiz la femme, qe fut son maynpast, avoyt fet damage en le boys B.; e il vynt e prist deus souz de la femme. — BERREWIK. E pur ce qe ce fut tort a destreindre la femme pur son maynpast, si agarde la curt qele sescovre sez deus souz, e sez damages de vi. d., e B. en la mercy.[1]

§ Une femme porta son "cui in vita," tiel, "quod Cui in vita.
" clamat esse jus suum de dono unius C. qui ipsam
" et B. quondam virum suum inde feoffavit, &c."
Le tenaunt dit qe ce fut le heritage B., issi qe ele navoyt unqes ryen si non cum sa femme.—LENQUESTE vynt e dist qe cesty qe porta le bref fut la fille C.; B. se voleyt marier a ly; C. ne voleyt nyent saunz ceo qe la fille ne fust feffe de la tere B.; issynt qil covynt entre eux qe B. dust feffer C. e qil ly refeffereit sa fille; C. fust feffe, e fut seisy xv. jurs pesiblement, e pus le refeffa joyntement.—BRUMPTON. Queus esplez prist C.—LENQUESTE. Il lowa la pasture, e enporta bestes[2] qil trova.—BRUMPTON. Si agarde la curt qe la femme recovre seisine, e lautre en la mercy, &c.

§ Johanne qe fut la femme Rauf[3] porta bref de dower De Dote.
vers Laurence Treymori e B.[4] sa femme, qe vocherunt a garrantie Johanne fille e heyr O. Thefard, qe vynt en curt e garrantist, e dist qe Johanne ne dust estre respoundu, qe ele meme altre feez porta al tyel bref

[1] C. adds, pur ceo qele desavowa sun maynpast.
[2] blestes. C.
[3] Richard Giffard. Iter Roll, m. 22.
[4] Laurence de Tremur and Mabil. Iter roll. m. 22.

A.D. 1302. against the said Laurence and B. his wife before the Justices in Banc, where they appeared, and vouched to warranty William Geffard, brother of this Joan, whose heir he is, and who was in ward to such an one; and because he could give no good reason why she should not have her dower, it was adjudged that they should hold the tenements in peace, and that she should have her dower against the guardian; and, as she recovered by that judgment, we pray judgment if she can now demand anything.—*Kyngesham.* Then will you say that execution was issued, and that we are seised of our dower by virtue of that judgment?—*Lanfar.* The judgment stood in full force, so that it is your fault if execution did not issue.—HERVY. You must say that she is seised by virtue of execution on that judgment; and on the other hand, this exception would have better lain in the mouth of the tenant who was party to the other suit, than in yours.—*Lanfar.* We yield her dower; and we pray that this may be entered on the roll of the other judgment, so that she may not sue out a writ on this judgment, and so have her dower twice out of the same tenement. —HERVY. That would not be proper. (as though he meant that it would mislead the Court).—And because it is shown that the said Joan has some of the freehold which belonged to the said Oliver, it is adjudged that Joan (the demandant) do recover against her, and that Laurence and B. do hold in peace.

§ The Master of the Hospital of Bridgwater brought a "Jure de utrum" against John Wyllebiton, and prayed, &c., whether a house and four acres of land were frank-almoign appurtenant to his church of C., &c., or, &c. — *Lanfar* said that the tenements were from ancient times held in vilenage of the manor of C., and that one of his ancestors formerly granted these tenements to the then parson for the term of

vers meme cely Laurence e B. sa femme, devant A.D. 1302.
justices en Bank, ou il vyndrent e vocherent a garrantie Willame Geffard frere ceste Johanne qi heyr el este, en la garde un tel, e pur ceo qil ne savoyt ren dire par quei ele ne dust dower aver, fust agarde qe lez tenementz tenysent en pies, e qe ele rescoverast sun dower vers le gardeyn; e desicom ele rescovery par cel jugement nous demaundoms jugement si ele pusse ore ren demaunder.—*Kyngesham.* Donqe volez dire qe execucion se fist, e qe nous sums seisy de nostre dower par my cel jugement?—*Lanfar.* Le jugement esta en sa force issint qe en vus remeynt qe le execucion nest fet.—Hervy. Il covent qe vus diez qe el est seisy par execucion de cel jugement; e de altre part, cel excepcion ust meuz seu en la bouche le tenaunt qe fut partye al lautre plee, qe en le vostre. —*Lanfar.* Nous rendoms sun dower, e prioms qil seyt couche en roule del aultre jugement, issi qele ne puysse suyr bref de cel jugement, e issi aver deuz feez sun dower de un meme tenement.—Hervy. Ce ne sereyt pas bon a fere:—(quasi diceret esset decepcio Curie).—Et quia testatum esset quod predicta Johanna habet de libero tenemento quod fuit predicti Oliveri, consideratum est quod Johanna recuperet versus eam, et quod Laurencius et B. teneant in pace.

§ Le Mestre del Hospitale de Brigwater porta un De utrum.
"jure de utrum" vers Johan Wyllebiton, e pria, &c., le quel un mees e quatre acres de tere furent la fraunche aymoyne appurtenaunt a sa eglise de C., &c., ou &c. —*Lanfar,* dit qe cez tenementz de antiquite furent le villenage del maner de C., issi qe un ge cez auncestres, en ascun tenz graunta cez tenementz a une persone

A.D. 1302. his life, and that he never had any other estate; and he put in several deeds which showed this.—*Mutford.* We say that H., the late parson, was seised of these tenements as frank-almoign of his church, and that H. alienated to your ancestor; and they are still frank-almoign, &c. — SPIGONEL. I marvel how a man in religion can have an action for a thing done by a lay person; and on the other hand, suppose that a man gives four acres of land, together with the advowson of a church, to a man in religion, and he (the donee) grants it over to another, and the second (donee) obtains an appropriation from the Bishop,—yet for all that, the land which was given with the advowson, always remains glebe-land; and what is once glebe can never be held in frank-almoign.—(I do not see that this is to the purpose). And afterwards the jury were charged, and were about to give their verdict, when the demandant lost his writ by non-suit, &c.; and so he and his pledges were in mercy.—The action on this writ is not taken away by lapse of time, per BRUMPTON.—Also quære, by reason of its being given in lieu of a writ of Right, why a non-suit is not so prejudicial after the jury are assembled, as a non-suit after mise of the Great Assise.

§ Margery, the wife of C., brought a writ of Entry against William, thus: "into which the said William "has not entry, except by Robert le Fermour, to "whom Hamond Pellyn &c., who thereof unjustly "&c., disseised the said Margery." — *Hunt.* Whereas the writ supposes that Robert entered by Hamond, who tortiously, &c., we tell you that Robert entered by you yourself, and by virtue of this deed which here; by which deed you gave the said tenements to Robert, and bound yourself and your heirs, &c.; judgment if &c., against your own deed, which shows

qe adunkes fust, a terme de sa vie, e qe il unkes altre estat navoyt; e mist avant plusiours fets qe ce tesmoyne.—*Mutford.* Nous dioms qe H. jadis persone, fut seisy de sez tenementz com de fraunche aumone de sa eglise, le quel H. aliena a vostre auncestre, e issi est ceo fraunchamoygne, &c.—SPIGONEL. Il me merveyle coment homme de religion poet aver accion de chose fet par seculere persone; e de altre part, jeo pose qe un homme done quatre acres de tere ensemblement ove lavowesoun de une eglise a un homme de religion, e il outre a un altre, e le seconde purchace appropriacioun del Eveske, uncore tottefeez demort cele tere qe fut done ove lavowesoun glebe; e chose qe est une feez glebe ne poet estre jammes fraunche aumoyne. (Sed non video quid facit ad propositum.)—E pus apres, la jure charge; quant el dust aver dist son verdist, il perdist son bref par non sute, &c.; ideo ipse et plegii in misericordia.—Accio istius brevis non tollitur temporis prescriptione, per BRUMPTON. Item quere ex quo datur loco brevis de recto, quare non-secta non est ita prejudicialis post juratam consideratam, sicut non-secta post misam magnæ assisæ. A.D. 1302.

§ Margerie qe fut la femme C. porta un bref de entre vers Willame, tiel, "in quas idem W. non habet in-" gressum, nisi per Robertum le Fermour, cui Hamondus " Pellyn, &c., qui inde injuste, &c., disseisivit predictam " Margeriam."—*Hunt.* La ou le bref suppose qe Robert entra par Hamond, qy atort, &c., nous dioms qe Robert entra par vus meme, par ceo fet qe icy est, par quel feet vus donastes memes lez tenementz a Robert, e obligates vus e vos heyrs, &c., jugement, &c., encontre vostre fet demeyne qe ceo tesmoyne.—*Middelton.* Entre.

A.D. 1302. this.—*Middelton.* Your answer is equivalent to saying that you did not enter by Hamond, &c., and we will, &c., that you entered by him.—*Hunt.* Reply first to the deed.—HERVY. There is no occasion to reply to the deed, for the deed is in opposition to the entry, and it is enough for him to maintain his writ; and on the other hand, you are quite a stranger to him to whom the deed was made.—*Hunt.* I am his assignee, and I shall have the same advantage as he would have had, and I shall rebut the plaintiff by her own deed; therefore &c.—HERVY. If it were a release and quit-claim, what you say would be correct.—BERREWIK. It may be that Hamond disseised her, and then enfeoffed Robert, and that Robert being in seisin obtained that deed, and so the deed is void: would it be right that she should be rebutted by such a deed?—*Hunt.* Admit the deed, and say so.—BERREWIK. She need only maintain the entry by him who ejected her.—*Hunt.* Robert entered by Margery, and not by Hamond, &c.—And the others said the reverse.—THE INROLMENT. And William comes and denies her right, when, &c., and says that the said Robert had not entry into the said tenements by the said Hamond, but on the contrary by the said Margery; and of this he puts himself on the country; and the said Margery does the same.

§ William de la Mare brought an assise of novel disseisin against Nicholas de C., and complained of being disseised of a furlong of land, &c.—Nicholas could give no good reason why the assise should be put off, and the assise was awarded.—THE ASSISE said that William had enfeoffed Nicholas, with this condition, that if he William paid to Nicholas ten marks and a half within ten years, William should have

Taunt amount vostre respouns qe vus nentrastes pas par Hamond, &c., e nous voloms &c., qe vus entrastes par ly. — *Hunt.* Responez primes al feet. — HERVY. Il nad pas mester a respoundre al fet, quar le fet est contrarie al entre, e asseez ly suffit a meyntenir son bref. E de altre part, vus estes tut estraunge a cely a qy le fet fut fet.—*Hunt.* Jeo sum son assigne, e averay meme la vantage qil avereyt, e reboteray la partie par son fet demeyn, ergo &c. — HERVY. Si ce fut relez e quiteclame, vus dirriez byen. — BERREWIK. Poet estre qe Hamond la disseisist e pus feffa R., e R. en sa seisine purchasa cele chartre, e issi la chartre voyde, sereyt il resone donc qe ele fut rebote par une tele chartre?—*Hunt.* Conissez le feet e dye cel. —BERREWIK. Ele nad pas mester forqe meyntenir lentre par son tollour. — *Hunt.* Qe R. entra par Margery, e nyent par Hamond, &c.: et alii in contrarium. A.D. 1302.

IRROTULAMENTUM. Et Willelmus venit et defendit jus suum quando &c., et dicit quod predictus Robertus non habet ingressum in predictis tenementis per predictum Hamondum, immo per predictam Margaritam; et de hoc ponit se super patriam; et predicta Margarita similiter.

§ William de la Mare porta un assise de novel disseisin vers Nichole de C., e se pleynt estre disseisi de une ferlinge de tere, &c.—Nichole ne savoyt ren dire, pur quei lassise dust remeyndre, e fust lassise agarde; qe dit qe Willame avoyt feffe Nichol par tele condicion, qe sy il ly payast diz mars e demi, denz diz ans, qe Willame reust sa tere; e qe il y avoyt uncore quatre Novel disseisin.

A.D. 1302. again his land; and that four years of the ten were unexpired; and they prayed aid &c.—BRUMPTON. Has William yet paid the money?—THE ASSISE. Not a penny.—BRUMPTON (without assigning reasons for his judgment) adjudged that William should take nothing, &c.—*Westcot.* The assise has not been well questioned; for William tendered him payment in "pollards;" and if this had been found by the assise, he would have recovered &c.

§ Master Walter de Stapilton vouched a foreigner to warranty in the county of Devonshire. — BERREWIK. Take a day in Banc at the quinzain of St. Hilary, and sue out a writ to summon your warrantor.—And in the opinion of some, he shall have a writ out of the Eyre to the Chancery under the seal of the Chief Justice, and then shall have out of Chancery a writ to the sheriff of Devonshire, to summon his warrantor in Banc.

§ Eve Collan &c. against Richard Potteford; and complained of being disseised of a furlong of land &c. —*Kyngesham.* She is wrong in bringing this assise, for she herself enfeoffed us of these tenements, by her deed which is here; judgment &c.—*Middelton.* Seised and disseised; and we pray the assise.—*Kyngesham.* We have put forward her deed by way of bar, and she is of full age, and here in court, and she brings forward no title to show how she has become seised since (the deed), judgment &c.—HERVY. Say how she was seised. — *Middelton.* This Eve enfeoffed him as the deed shows; but with this covenant, that if she paid him &c. within such a time, then she should have again her land; she did pay him, and re-entered the land, Richard giving it up; and thus she was seised &c.—*Kyngesham.* She alleges a covenant, and shews no speciality to evidence it; judgment &c. And on the other hand, we will aver that we never

anz a venyr; e prierent eyde, &c. — BRUMPTON. Ad Willame uncore paye les deniers.—LASSISE. Nul denier.—BRUMPTON (sanz assigner cause de son jugement) agarda qe Willame ne prit ren &c. — *Westcot.*[1] Lassise est meyns ben examine, qar Willame ly tendi la pay de pollars,[2] e si ce ust este trove par assise, il ust rescovery &c. A.D. 1302.

§ Mestre Walter de Stapilton vocha un forreyn a garrantie en le conte de Devenschire. — BERREWIK. Gardez vos jurs en Bank a la quinzeyne de Seynt Hillari, e suez bref a sumouner vostre garrant. — Et secundum quosdam il avera bref hors del heyr a la chancelerye sus le seel le Chef Justice, e pus hors de la Chancelerye bref a viconte de Devenschire a somoner son garrant en Bank.

§ Eve Collan &c. vers Richard Potteford, e se pleynt estre disseisy de une ferlenge de tere &c.—*Kyngesham.* Atort porte ele cest assise, qe ele meme nous feffa de cez tenementz par son fet qe ycy est, jugement &c. —*Middelton.* Seisi e disseisi, e prioms lassise.—*Kyngesham.* Nous avoms mys avant son fet pur barrer, e ele en curt de pleyn age, e ne mostre nul title coment ele eyt este seisi pus, jugement &c. — HERVY. Dites coment seisi. — *Middelton.* Cest Eve ly feffa auxi com la chartre tesmogne, par teu covenaunt, qe si ele ly payast &c. tut dedenz ceu terme, qe ele reust sa tere; elle ly paya, e entra la tere, par le rendre cesty Richard; e issi fut ele seisi, &c. —*Kyngesham.* Ele allege un covenaunt e ne mostre de ceo nule especialte, jugement. E de altre part nous voloms averer qe nous Novel disseisin.

[1] C. adds (in secreto).

[2] pollardz. C.

A.D. 1302. gave up the land &c. — SPIGONEL. Suppose that I execute a charter giving you my land, and that I do not give you seisin thereof, and you come and disseise me, shall the existence of that deed be a good reason for depriving me of the assise? — *Kyngesham.* That is not in point, for she has admitted that we entered by virtue of her charter; and to defeat that entry she alleges a covenant, but does not produce in court any specialty to prove the covenant; judgment &c.— HERVY. Let the Assise come.—THE ASSISE said that Eve had bought from Richard a chest for the sum of four marks, to be paid for at two times, and put Richard in seisin by the charter, with a condition that if she paid at the times appointed, she should have again her land; that she paid him two marks at the first period; and when the other period arrived he would not receive the money; that she tendered it to him in the County Court, and he would not receive it; that she deposited the money under the sheriff's seal, and then entered the land, and was seised of the messuage for a day and a night.—BRUMPTON. Quite seisin enough in such a case &c.; wherefore &c. her seisin with the damages; and because the land had been improved, she shall recover less damages.

§ Sheweth unto you Nicholas de Trenoda who is here, that the Prior of Launceston who is there, tortiously does not allow his vileins of W. to do suit to the mill of the said Nicholas in Trenoda, as they ought and are used to do; and tortiously for this, that whereas they ought and are used to do suit to the mill of the said Nicholas in Trenoda, to wit of all corn growing on four carucates of land in S., and all the corn consumed in their houses, such as wheat, barley &c., paying therefor the twentieth vessel &c., and of which suit he was seised by their hands in time of peace, in the time of our lord King Henry &c., the esplees

rendimes unqes &c.—SPIGONEL. Il poet estre qe jeo vus face une chartre de ma tere, e qe jeo ne vus livere nule seisine; vus venez e me disseisez; sereyt ceo reson qe jeo fuse oste del assise par une tele chartre?—*Kyngesham.* Ceo nest mye semblable, qar ele meme ad conu qe nous entrames par sa chartre, e a defere cel entre alegge un covenaunt, e de ceo ne mostre nule especialte en curt; jugement, &c.—HERVY. Vegne lassise.—La quele dist, qe Eve avoyt achate un cas de Richard pur quatre mars, a payer a deuz termes, e myst Richard en seisine par la chartre, sus tele condicion qe si ele payat a termez assignez qe ele reussut sa tere; ele ly paya deuz mars al primer terme, al lautre terme il ne voleyt poynt resceyver le denier; ele ly tendit en counte, il ne voleyt poynt recevere; ele fist enseler lez deniers sus le seel le vescounte, e pus entra la tere, e fut seisi del mees un jur e un nuist. — BRUMPTON. Ce fut seisine assez en tel cas &c., par quei &c. sa seisine ov lez damages; e pur ceo qe la tere fut amende, ele rescovera meyns de damages. A.D. 1302.

§ Ceo vus mostre Nichole de Trenoda qe ycy est, qe le priour de Launcenton qe la est, atort ne seoffre ses vileyns de W. fere sute al molyn meme cesty Nichole en Trenoda, sicom fere deyvent e soleynt; e pur ceo attort, qe la ou il deyvent e soleynt fere sute al molyn meme cesty Nichole en T., nomement de toz lez blez cressaunz en quatre caruez de tere en S. e de touz lez blez despenduz en lur mesoun, saver froment orge &c., al &c., vintisme vessel, e de qele sute il fut seisi par my lor meyns en tenz de pees, en tens nostre seignur le Roy Henri, &c., lez esplez en prit com en mosture de forment &c., e Quod permittat.

A.D. 1302. thereof took, as by grinding the wheat &c., and by taking other kinds of mill-toll, amounting &c., as of fee and of right of &c., the twentieth vessel, &c.; the said prior for the last ten years has not suffered the said suit to be done, tortiously, &c.—*Westcot.* Judgment of this count; for whereas he counts &c., saying that he took the esplees as by grinding, that is an obligation and not esplees; and so, judgment of this bad count. —And it was not allowed.—*Westcot.* Again we pray judgment, for where he says he was seised, he ought to have said by whose hands he was seised; and this he does not say; judgment.—*Hunt.* I allege seisin of the suit for corn grown on four acres of land, which suit charges the tenements for ever, without regard to the persons (into whose hands the lands come).—*Westcot.* Judgment of the writ; for whereas the writ states that the prior &c. to your mill of Trenoda, we tell you that Trenoda is neither a borough nor a hamlet nor a vill; judgment. — *Hunt.* It is a hamlet &c.—*Mutford.* Again we pray judgment on the variance between the Original and the Pone; for the Original says, " that he " permit &c. to the mill of Nicholas of Trenoda in " Trenodaborg," and the Pone says " put &c. to the " mill of the said Nicholas of Trenodaborg," so that the word " Trenodaborg " in the Pone is given as the surname of Nicholas; judgment &c. — BRUMPTON. There is a word before, which will support the writ, namely, " of the said Nicholas &c.," so that the word " Trenodaborg " cannot have reference to his surname &c.; and therefore, answer over.—*Westcot.* His mill has been newly erected within the last ten years, and he produces no specialty showing that we are bound to permit our vileins &c.; judgment &c.—*Hunt.* We and our ancestors were previously seised of the suit, at the same place; ready &c. — *Mutford.* Will you say that you have been seised of the suit at the same place where you have avowed.—*Hunt.*—We will

altre manere de issue de tolune de molyn, montant &c., A.D. 1302.
com de fee e de dreit del vintisme vessel, &c. taunt qe ore a diz anz, qe cesty priour ne lez ad pas suffert cele sute fere, a tort &c. — *Westcot.* Jugement de ceo conte, qe la ou yl conte &c., si dist prist lez esplez com en mosture, quest charge e non pas esplez; jugement de ceo mauveyse conte.—Et non allocatur.—*Westcot.* Uncore jugement, qe la ou il dist qil fut seisi, si dust il aver dist par qi meyn seisi, e ce nad il pas dist; jugement. — *Hunt.* Jeo lye la seisine de la sute dez blez cressans sus quatre acres de tere, e ky charge[1] lez tenementz a toz jurs, sanz aver regard a lez persones.—*Westcot.* Jugement de vostre bref, qe la ou le bref veut qe le priour &c. a vostre molyn de T., nous dioms, qe ce nest Burg, ne hamele ne vile; jugement.—*Hunt.* Hamele &c.—*Mutford.* Uncore demaundoms jugement de la variaunce entre le original e le pone; qe de original veut "quod permittat &c. ad "molendinum Nicholai de Trenoda in Trenodaborg," e le pone veut "pone &c. ad molendinum ipsius Nicholai "de Trenodaborg," issi qe ceste parole de Trenodaborg mys en le pone, e auxi com le surnon Nichole; jugement &c. — BRUMPTON. Il iad une parole devant, qe meyntent le bref, saver ipsius Nicholai, &c.; issi qe Trenodaborg ne poet aver relacion a son surnoun &c.; e pur ceo dites outre.—*Westcot.* Son molyn est novelement leve dedenz ce diz anz, e il ne mostre nul especialte qe nous devoms suffrir nos vileyns &c.; jugement &c.—*Hunt.* Nous e nos ancestres seisy de la sute avaunt a meme le lu, prest &c. jugement. — *Mutford.* Volez vus dire qe vus avez este seisy de la sute a meyme

[1] bye charger. C.

A.D. 1302. aver that we have been seised of the suit to our mill in the same fee; for suppose that the mill be swept away, and I build another, I think that the suit is nevertheless due to the fee where the mill was. —Brumpton. If you owe suit to my Court at a certain place, and I hold my Court at another place, and you make default, and I distrain you for your default, I do not think that could well avow; and so in this case.—*Hunt.* I think that if you held the Court within the same fee, and the difference of place was no hurt to the person who owed the suit, you could well avow: and so in this case; for the mill has been built not a perch distant from the site of the old mill.—*Mutford.* Inasmuch as he cannot say that the suit is due at the place where the mill is now built, judgment &c. —*Hunt.* And we pray judgment, inasmuch as you cannot say that the suit is not due to the same fee in which the mill now is, or that the situation of the mill is more inconvenient to you than that of the old one, or that it is not on the same bank, whether you ought not to permit the suit.—Berrewik. Is the mill built within the same fee, or not?—*Mutford.* Not within the same fee, ready &c.—*Hunt.* We have been seised of this suit to our mill in Trenodaburg &c.—*Kyngesham.* Suit done by vileins does not charge their lord.—*Mutford.* He can only demand this suit by one of two ways; either as being ancestral or by virtue of a deed; as being ancestral he cannot, because the mill is newly built; by deed he cannot, for he produces none in Court; and we pray judgment, &c.—*Hunt.* We have been seised &c., ready &c.—*King.* Our predecessor, without the assent of his Chapter, gave to him two furlongs of land, and the mill of Bonnallta, yielding therefor yearly six shillings; and he has ceased to pay the rent, and has built a new mill in Trenodaborg, and wants to draw our vileins to do suit to his mill at that place, where there was never previously a mill, &c.—

le leu seez avowe?—*Hunt.* Nous voloms averer qe nous avoms este seisi de la seute a nostre molyn en meme le fee; qe jeo pose qe le molyn fut enfondu, e jeo levasse un autre, jeo entenke qe ja tardeys la seute est tut diz due al fee ou le molyn fut. — BRUMPTON. Si vus devez sute a ma curt a certeyn leu, e jeo tenke ma curt par aillors en altre lu, e vous facez defaute, e jeo vus destreine pur cele defaute, jeo nentenke pas qe jeo pusse bone fere avowerie; sicut ex parte ista. — *Hunt.* Jeo entenke qe sil seyt denz meme le fee, e nent anusant a celuy qe deyt la seute fere, qe vus le pussez ben fere: auxi par deca; le molyn nest pas leve une perche dil site dil auncien molyn.—*Mutford.* Desicom il ne put dire la seute estre due al leu ou le molyn est ore leve; jugement &c.—*Hunt.* E nous jugement, desicom vous ne poez dedire qe la seute nest duc a meme le fee ou le molyn est ore leve, ne qe le molyn est leve plus nussant ore a vous qe ne fut avant, e sur meme la rivere, si vous ne devez la sute suffrir.—BERREWIK. Est le molyn leve en mesme le fee ou noun?—*Mutford.* Nent en mesme le fee, prest &c.—*Hunt.* Nous avoms este seisi de cele sute a nostre molyn en Trenodabruge[1] &c. — *Kyngesham.* Seute fete par villeyns ne charge poynt lour seygnour.—*Mutford.* Il ne poet ceste seute demaunder si noun par un de deus veyez, ou par ancestri, ou par especialte; par ancestri nent, qe son molyn est novelement leve; ne par especialte ne put il &c., qil ne mustre nule en curt; e demaundoms jugement &c.—*Hunt.* Qe nous avoms este seisi &c. prest &c.—*King.* Nostre predecessor, sanz assent du chapistre, ly dona deus ferlinges de tere, e le molyn de Bonnallta, rendant par an vi. s.; issint qil ad sustret ceste rente, e ad leve un novel molyn en T., e voleyt atrere nos villeyns a fere sute a cel molyn la ou il ne avoyt A.D. 1302.

[1] Tronasabrige. B.

A.D. 1302. *Hunt.* We and our ancestors have been seised of that suit to our mill in Trenodaborg, ready &c.—And the other side said the contrary.—Therefore a jury.

§ Sheweth to you William Tresagu &c., that Ralph the son of Tredeugny &c. tortiously does not do suit to the mill of the said William in Tresagu as he ought to do, to wit, of all the corn and malt baked and brewed in his house at T., and all the corn grown on a carucate of land in the said vill, namely, corn, barley &c., paying therefor the twentieth vessel; and tortiously for this, that it is his right and his heritage; and that his ancestor named S. was seised of the said suit, as of fee and of right, by the hands of one A. his grandfather and B. his father, in time of peace &c.; the esplees &c. by mill-toll, toll of wheat &c., amounting to &c., as of fee and of right: from S., the right to the said suit descended, and ought to descend, to William the present demandant, as son and heir; and that such is his right, he has good suit and proof.—*Westcot.* Ralph denies &c.; and whereas William demands suit to his mill at Tresagu, of all the corn and malt baked and brewed in the house of the said Ralph in Tresagu, and of all the corn grown on a carucate of land in the same town, namely wheat, barley &c., paying therefor the twentieth vessel, as his right; and counts of the seisin &c. (nearly as above in the count); Ralph who is here denies tort and force, and denies outright the right of the said William, and the seisin of his ancestor named S., of whose seisin he has counted, as of fee and of right, of the said suit, namely of all the corn and malt baked and brewed in his house at Tresagu, and all the corn growing on one carucate of land in the said town, to wit, wheat, barley &c., paying therefor the twentieth vessel; and puts himself on God and the Great Assize of our lord the King, to decide whether he has better right to hold a house

unqes autre molyn &c.—*Hunt.* Qe nous e nos ancestres avoms este seisi de cele seute a nostre molyn en T. prest &c.—Et alii e contra.—Ideo jurata. A.D. 1302.

De secta ad molendinum.

§ Ceo vous mustre Willame Tresagu &c., qe Rauf le fiz T. Tredeugny &c. atort ne fet sute al molyn meme cesti Williame en Tresagu si qe fere deyt, saver de tuz les bles e le breys furnyz e brassez en sa meson de T., e tous les blez cressanz en une carue de tere en meme la vile, nomement forment orge &c. al xx. vessel; e pur ceo atort, que son dreit e son heritage dont un son ancestre S. par non en fut seisi com de fee e de dreit, par my la meyn un A. son ael e B. son pere, de la seute avantdite en tenps &c.; les esples &c., com en musture de molyn, en tonnu de forment &c., muntant &c., com de fee e de dreit; de S. descendi le dreit de la seute avantdite, e devoyt descendre, a Willame qe ore demaunde, com a fiz e heyr; e qe tel seyt son dreit, il en ad sute bone e dereyne.—*Westcot.* Rauf defend &c.; e la ou Willame demaunde sute a son molyn de Tresagu de tous les blez e les breys fornys e braces en la meson meme cesti Rauf en Tresagu, de tuz les blez cressanz en une carue de tere en meme la vile, nomement forment orge &c. al xx. vessel, com son dreit; e conte de la seisine penitus ut supra in narratione; Rauf qe cy est, defend tort e force, e le dreit Willame tut atrenche, e la seisine son ancestre S. par noun, de ky seisine il ad counte, tut outre com de fee e de dreit de la seute avandite, nomement de tuz les bles e les breys furnys e bracez en sa meson de Tresagu, e tuz les bles cressanz en une carue de tere en meme la vile, saver furment orge &c., al xx. vessel; e se mette en deu e en la graunt assise nostre seygnur le Rey, le quel il ad meur dreit a tenir un mees e une carue de tere

A.D. 1302. and one carucate of land in Tresagu quit of suit to the mill of the said Ralph in Tresagu, namely of all his corn and malt baked and brewed in his house at Tresagu, and all the corn grown on one carucate of land in the same town, to wit, wheat, barley &c., paying therefor the twentieth vessel, as he holds,—or by doing suit to the mill of the said Ralph with all corn and malt baked and brewed &c., and all the corn growing on one carucate of land in the said town, such as wheat &c., as he demands.

§ The King brought his writ of Quo Warranto against John Arundel, and asked him by what warrant he claimed to hold a market once a week, and a fair twice a year, in his manor of C.—*Hunt.* Sir, we tell you that the manor of C. was formerly in the seisin of one Walter de Raythe,[1] to whom King John, cousin of the present King, granted the franchises of fair and market; the said Walter enfeoffed Rene our father of the same manor together with the appurtenances, and with all these franchises; Rene our father was seised of this franchise during the whole of his life; and we, since the death of our father, are seised as by succession of the same manor &c.; and so we claim &c.—*Mutford.* He has admitted that he is a stranger (in blood) to him to whom these franchises were first granted; and inasmuch as royal franchises never pass by assignment, without special words in the King's grant, we pray judgment for the King.—BRUMPTON. Do you not remember, O King, the Quo Warranto which was brought against me in the Cambridge Eyre, in a like case? and, because I was a stranger purchaser, I vouched to warranty my feoffor, and he, by his warranty, claimed the franchise by the King's grant? (as though intimating that the same course should have been taken in this case.)—*Mutford.* Inasmuch as the King never grants a royal franchise

[1] The Roll says, Ralegh.

en Tresagu quites sanz fere sute al molyn meme cesti Rauf en Tresagu, nomement de tous ces bles e le breys furnyz e bracez en sa meson de Tresagu, e tuz les bles cressanz en une carue de tere en meme la vile, nomement forment orge &c. all xx. vessel, sicom il tynt, ou a fere sute al molyn meme cesti Rauf de tous les bles le breys furnyz e bracez &c., e tous les bles cressanz en une carue de terre en meme la vile, nomement furment &c. sicom il demaunde. A.D. 1302.

§ Le Roy porta son "quo warranto" vers John Arundel, e ly demaunda par quel garrant il clama tenir marche une feez checon semeyn, e feyre deus feez par an, en son maner de C.—*Hunt.* Sire, nous vous diomsqe le maner de C. fut en la seisine Wautier de Raythe en acon tens, a ky le Roy Jon cosyn le Roy qe ore est, graunta la fraunchise de feyre e de marche; cely Watier enfeffa Rene nostre pere de meme le maner ove les apurtenaunz, e ove tuts ces fraunchisez; Rene nostre pere tut son temps seisi de ceste fraunchise; e nous ore seisi sums, com par suite, apres la mort Reyne nostre pere, de meme le maner &c.; e issi clamoms nous &c.—*Mutford.* Il ad conu qil est estraunge a cely a ky cestez fraunchises furent primez grauntez; e desicom fraunchises reales ne passant mye par assignement, sanz especial graunt le Roy, demaundoms jugement pur le Roy.—BRUMPTON. Roy, ne vous sovent il mye dil quo warranto qe fut porte vers moy en leyr de Cantebruge en autel cas; e pur ceo qe jeo fu estrange purchasor, jeo vochay a garrantie mon feffor, e il par sa garrantie clama les fraunchises par graunt le Roy? (quasi diceret sic debuisset fecisse).—*Mutford.* Desicom le Roy ne graunt nule fraun- Quo Warranto.

A.D. 1302. otherwise than to the purchaser and his heirs, and you are not the heir of him to whom these franchises were granted, judgment.—*Hunt.* A fine is not levied in court except to one who is a party, and to his heirs; nevertheless he can make good title to another by assignment &c.: and since we are the assignee of him to whom these franchises were granted, and since if we had vouched our feoffor, he could have claimed these franchises, judgment if we during our tenancy ought not to have the same advantage.—*Mutford.* And we pray judgment for the King, as above.—And so to judgment.

§ The King brought his Quo Warranto against the burgesses of Launceston, and demanded by what warrant they claimed to have a Borough, and several other franchises, and also to hold pleas "de vetito namio." —*Hunt.* We claim these franchises, because we and our ancestors, and all the burgesses of the said town, have, ever since the Conquest, had and used these kinds of franchises.—BERREWIK. And what say you as to the pleas "de vetito namio"?—*Hunt.* We give the same answer.—BERREWIK. You claim to hold pleas "de vetito namio" from a time of which there is no memory; and the plea "de vetito namio" was first invented in the time of King John, and so within time of memory.—*Hunt.* Although that name was first invented in the time of King John, yet we, before time of memory, held pleas of tortious takings of beasts and chattels by attachment and distress.—BERREWIK. Therefore you ought to have claimed in that form; but now you have claimed by the phrase "de vetito namio."—*Hunt.* We hold them to be one and the same thing.—BRUMPTON. By God, they are not; for the plea "de vetito namio" is properly had before the sheriff, and it is a matter against the King's crown, and affects the King's peace in a

chise real si noun a cely qe le purchas e a ses heyrs, A.D. 1302.
e vous nestez pas le heyr cely a ky cestes fraunchises furent grauntez, jugement.—*Hunt.* Auxi ne leve nule fyn en curt si noun a cely qest partye, e a ses heyrs; nequident sil put il fere bon estat a altre par assignement &c.; e depus qe nous sums assigne cely a ky cestes fraunchises furent grauntez, e si nous ussoms vouche nostre feffor, il purreyt celes fraunchises clamer, jugement si nous en nostre tenaunce ne devoms mesme le avantage aver. — *Mutford.* E nous jugement pur le Roy, ut supra: et sic ad judicium.

§ Le Roy porta son "quo warranto" vers les burgeys de Launceton, e demaunda par quel garrant il clama aver Burgh[1] e autres plusiors fraunchises, e ensement a tenir ple de vee de naam.—*Hunt.* Nous clamoms ceste fraunchise, qe nous e nos ancestres e tous les burgeys de meme la vile pus la conqueste avoms eu e use teu manere dez fraunchises. — BERREWIK. E quei dites vous dil play de vee de naam.—*Hunt.* Meme le respouns.—BERREWIK. Vous clamez a tenir ple de vee de naam de tens dont il ny ad memorye; e le ple de vee de name fut primes trove en tens le Roy Jon, e issi en tens de memorye. — *Hunt.* Coment qe ceo noun fut trove en tens le Roy Jon, nous avoms avant tens de memorye tenuz ple de tortenuses prises des avers e des chateux par attachement e destresse. — BERREWIK. Pur ceo le dussez aver en cele forme clame; mes ore lavez clame par teu noun "vee de naam."—*Hunt.* Nous entendoms quil seyent tut un. — BRUMPTON. A noun de deu non sont; qe le vee est proprement un viscontal, e est encontre le corone le Roy, e touche bien haust la pees; e pur Quo Warranto.

[1] Berk. B.

A.D. 1302. high degree; therefore tell us how you claim to hold these pleas.—*Hunt.* If the defendant fail to do his law, he will be amerced, and the plaintiff will recover his damages; and if he do his law, the plaintiff will be amerced for his false plaint.—*Mutford.* He claims to have held pleas "de vetito namio" before time of memory; and as this kind of plea had its origin in the time of King John, and so within time of memory, we pray judgment.

§ The King brought his Quo Warranto against Sir Peter de Fissekyr, and demanded by what warrant he claimed to have "view of frank-pledge" in his manor, &c.—*Kingesham.* Peter holds this manor as the frank-marriage of his wife, and the fee and the right repose in the person of W. her son; and he prays aid of him (the son), who is here in court and joins with him, and vouches to warranty, by aid of this court, Eliz de Oxetoun, to be summoned in the county of Oxford.—*Mutford.* You cannot vouch; for a royal franchise does not pass to the assignee of him to whom the franchise was granted; and on the other hand, the King has ordained that these pleas of Quo Warranto shall be pleaded and finished in Eyre, and in no other place; wherefore you ought not to be allowed to have this voucher.

§ Robert Beff brought his writ of Mordancester against P., thus: "Summon twelve men of the neighbourhoods "of A., B., and C., &c. was seised in his demesne as of "fee of the manor of C., and a rent of twenty shil- "lings, &c."—*Mutford.* Judgment on the form of this writ; for whereas he says "summon twelve of the "neighbourhoods of A., B., and C. &c.;" the manor is in the neighbourhood of A. alone; judgment.—But his objection was not allowed as to the rent, because that perchance arose in the other neighbourhoods.—*Mutford.*

ceo dites nous coment vous clames tenir cel plee.— A.D. 1302.
Hunt. Si la partie defendant fayle en sa ley, il serra amercye, e le pleyntif recovera ces damages; e sil face sa ley, le pleyntif serra amercye pur sa fauce pleynte.—*Mutford.* Il clame tenir ple de vee de name avant tenps de memorye; e desicom ceo ple prist sa nesance en tens le Roy Jon, e issi en tens de memorye, nous demaundoms jugement.

§ Le Roy porta son quo warranto vers sire Peris de Fissekyr, e demaunda par quel garraunt il clama vewe de fraunc-plegge en son maner &c.—*Kingesham.* Peris tent ceo maner com le fraunc-mariage sa femme, e le fee e le dreyt repose en la persone W. fiz meme cely; e prie eyde de luy quest issi prest en curt, e se joynt ove luy, e vouche a garrantye, par eyde de cesty curt, Elizabeth de Oxetoun, qe sera somone en le conte Oxeneford.[1]— *Mutford.* Vocher ne poez; qe fraunchise real ne passe my al assigne cely a ky cele fraunchise est graunte: e dautre part, le Roy ad ordine[2] qe ces ples de Quo Warranto deyvent estre pledez e terminez en Eyre, e en nul lu aillors; par quey vous ne devez a teu voucher estre reseu. Quo Warranto.

§ Robert Beff porta son bref de Mordauncestre vers P. tiel, "summoneas duodecim de visnetis de A., B., "et C. &c.," fuit seisitus in dominico suo ut de feudo de manerio de C. et viginti solidis redditus &c.—*Mutford.* Jugement de la forme de ceo bref; qe la ou il dit "summoneas duodecim de visnetis de A., B., "et C. &c." le maner est en le visne de A. tantum; jugement.—Et non allocatur propter redditum, quia forte est in aliis visnetis.—*Mutford.* Unqore jugement Mortdaun cestre.

[1] Oxenney, C.

[2] 18 E. 1. stat. 2.

A.D. 1302. Again we pray judgment, &c.; for whereas he demands the manor of C. and a rent of twenty shillings, we say that the rent of twenty shillings issues out of the manor itself; and so he demands the same thing twice over; judgment.—And the demandant could not deny this; wherefore it was adjudged that he should be in mercy for his false plaint &c.

§ Note, that to a writ brought against Robert and Isabel his wife, stating that Robert and Isabel had entered by one Edo, it was answered that Robert found his wife seised; and the demandant could not deny this; wherefore the writ abated.—And the demandant can have a good writ in this form: "into "which the aforesaid Isabel has not entry."

§ Robert Fitz-Walter brought his writ of Ael against Henry de Bodregan; Henry vouched to warranty Ralph de Tregos; Ralph came into court, and entered into warranty, and wanted to vouch over John de Tregos, and William Neutoun, and Alice his wife.—*Mutford.* You ought not to be allowed this voucher, for we tell you that neither John, nor Alice, nor any of their ancestors, were ever seised of these tenements since the death of our ancestor of whose seisin &c., in such wise that they could make a feoffment; judgment &c. — *Middelton.* You ought to state further, that they were never seised either in demesne or in service, so that they &c.—*King.* That averment is only given in a writ of Right.—And the statute was read, and found to be as *King* said.—*Hunt.* The tenements were given to our ancestors in frank-marriage, by the ancestors of John and Alice; and we are in the third degree; and there is a possibility of the reversion falling in, and we pray that our voucher may be allowed.—SPIGONEL. If I tortiously enter upon a tenement, and by collusion between you and me you

&c.; qe la ou il demaunde le maner de C. e xx. s. de rente, les xx. s. sont dil maner meme, e issi demaunde il une meme chos deus feez, jugement. — E le demaundant ne poeyt ceo dedire; par quei fut agarde &c. sit in misericordia pro falso clamore &c. A.D. 1302.

§ Nota qe a un bref porte vers R. e Isabele sa femme, qe supposa R. e Isabele aver entre par Ede, fut dit qe Robert trova sa femme seisie; e le demaundant ne poeyt ceo dedire; par quay le bref se abatist. — E le demaundant poet aver bon bref en ceste forme " in quam predicta Isabella non habet " ingressum." Nota.

§ Robert le fiz Wautier porta son bref de Ael vers Henri de Bodregan; Henri voucha a garrantie Rauf de Tregos; Rauf vynt en curt, e entra en la garrantie, e voleyt aver vouche Jon de Tregos, Willame de Neutoun, e Alice sa femme.—*Mutford.* A ceo voucher ne devez estre receu; qe nous vous dioms qe Jon, ne Alice, ne nul de lur ancestres, ne furent unqes seisi de ces tenementz pus la mort nostre ancestre de ky seisine &c., issi qil poeynt feffement fere; jugement &c.—*Middelton.* Il covent qe vous diez plus, qil ne furent unqes seisis ne en demene ne en service, si qil &c.—*King.* Cel averement est done tut soulement en bref de dreyt. —E le statut[1] fut lu, qe voleyt qe auxicom *King* dit. —*Hunt.* Ces tenementz furent donez a nos ancestres en fraunc-mariage, par les ancestres Jon e Alice; e nous sums en le terce degre; e possibilite est de reversion, e prioms qe nostre voucher seyt receu.—Spigonel. Si jeo entre un tenement par mon tort demeyn, e par De avo.

[1] 3 Ed. 1. Westm. 1. c. 40.

A.D. 1302. settle the tenements on me, reserving the reversion to yourself, and the rightful heir bring his writ against me, and I vouch you to warranty by reason of the reversion; would it be right that he should be delayed in that case? (intimating that it was not to be assumed &c.)—*Middelton.* Robert Fitz-Walter his grandfather did not die seised in the time of King Henry; ready &c.—*Mutford* said the contrary.

§ The same Robert Fitz-Walter brought a like writ against John de Hoyland and G. his wife, T. de Tregennion and B. his wife, and Robert de Boys and A. his wife. — *Middelton.* Whereas the writ supposes that we hold in common, we tell you that Robert de Boys and A. his wife hold their third part of the tenements demanded, as the dower of the wife; judgment &c.—*King.* They hold in common, ready &c.—*Middelton.* Then will you say that Robert and A. do not hold [their share] as the dower of the said A.?—*King.* As before.—*Middelton.* You suppose by your writ that our estates are all of equal degree, whereas John &c. and T. &c. have the fee and the right and the freehold, and we have only a freehold; judgment &c.; and on the other hand, if this writ stands good, we are deprived for ever of our voucher, and it would be a great hardship to make us lose our dower.—*King.* We have nothing to do with your voucher; but you are tenant, &c., as above; ready &c.—*Middelton.* Then will you say that we are tenant in common and not tenant in dower?—BRUMPTON. He tells you that you are tenant in common; do you accept the averment?—*Middelton.* We hold in right of her dower, ready &c.—BRUMPTON. Nothing shall be entered on the roll but this, viz. that you do not hold in common; but state what you now say, in evidence to the Inquest.—And upon that understanding they went "to the country;" but before

makement entre vous e moy vous taillez les tenementz a moy, en reservant le reversion a vous, e le dreyt heyr porte son bref vers moy, e jeo vous vouche a garrantie par la reversion, serreyt il reson qil fut delaye en ceo cas? (quasi diceret non esset assumendum &c.) —*Middelton.* Qe Robert le fiz Wautier son ael ne morut pas seisi en tens le roy Henry, prest &c.—*Mutford.* E contra. A.D. 1302.

§ Meme celuy Robert porta autel bref vers Johan de Hoylond e G. sa femme, T. de Tregennion e B. sa femme, Robert de Boys e A. sa femme.—*Middelton.* La ou le bref suppose qe nous tenoms en comune, nous vous dioms qe Robert de Boys e A. sa femme tenent la terce partie des tenementz demaundez en douer, jugement, &c.—*King.* En comune, prest &c.—*Middelton.* Donk volez vous dire qe Robert e A. ne tenent pas en douer cele A?—*King.* Ut prius.—*Middelton.* Vous supposez par vostre bref qe nous sums de owel estat, la ou Jon &c., T. &c. ont fee e dreyt e fraunc-tenement, e nous navons forqe fraunc-tenement; jugement &c.; e dautre part, si cesti bref esteyse, nous sums oste de nostre voucher a tous jors,[1] qe serreyt graunt duresse a fere nous perdre nostre dower.—*King.* De vostre voucher navoms nous qe fere; mes ke vous estes tenaunt ut supra, prest &c. —*Middelton.* Donk volez vous dire qe nous sums tenauntz en comune, issi qe nent en dower.—BRUMPTON. Il vous dit qe vous estes tenaunt en comune; volez laverement?—*Middelton.* Qe nous tenoms en noun de dower, prest.—BRUMPTON. Il ny avera nule parole entre en roule, mes tant soulement qe vous ne tenez nent en comune; mes dites cel en avoement e evidence al enqueste. Et sub isto intellectu sunt ad patriam: ideo[2] De avo.

[1] a tous jours, not in C.

[2] This sentence is not in C.

A.D. 1302. the inquest was taken, the said &c. fearing the result, on a subsequent day compromised the matter with the said Robert.

§ Again, the same Walter brought a like writ against Margery wife of William le Fleming.—*Hunt.* The tenements were formerly in the seisin of one Robert de Hokyssahm, who did seised of the said tenements; after whose death, the said tenements, with others, descended to this Margery and one Maud, as daughters and one heir; from Maud descended the right of her purparty to one Gilda, as daughter; and from Gilda to one William, as son, who is under age; and we pray aid of him.—*Mutford.* You ought not to have aid from him, for he has nothing of the inheritance which was Robert's.—*Hunt.* Is he parcener in blood, or not?—*Mutford.* Since he has nothing by descent, and nothing will descend to him, judgment if you ought to have aid.—*Middelton.* R., his father, holds, by the law of England, tenements which have descended to him (William).—*Mutford.* R. holds nothing of his (William's) inheritance, but holds only in right of his own purchase, ready &c. — *Hunt.* I have nothing to do with Robert's tenancy, but I aver that William is parcener in blood; and we pray judgment, &c. have aid.—BRUMPTON. If a man have two daughters, and enfeoff one, and the other be tenant by descent, and be impleaded, shall she have aid of her who has nothing by descent? *Hunt.* I think that she shall; because parcenary is in the blood and not in the tenancy.—BRUMPTON. That is false. — SPIGONEL. I think that the reason why you pray aid of your parcener is this, that you think to recover in value against him for a half, if you lose; but since that reason, namely, that you will recover &c., fails you, and they offer to aver that he has not and never will have anything by descent, it seems that in this case you ought not to have aid.—

timore, dictus &c., ante inquisicionem captam cum predicto Roberto altero die concordavit. A.D. 1302.

§ Uncore meme cely Wautier porta autel bref vers Margerie qe fut la femme Richard le Flemeng.—*Hunt.* Les tenementz furent en acon tens en la seisine un Robert de Hokyssahm, qe de ceux tenementz morut seisi ; apres ky mort ceus tenementz e altres descendirent a ceste Margerie e une Maude, com a filles e un heyr ; de Maude descendi le dreit de sa purpartie a une Gilde, com a file ; e de Gilde a un Willame com a fiz, qest denz age, e priom eyde de ly. —*Mutford.* Eyde de ly ne devez aver, car il nad ren dil heritage qe fut a cely Robert.—*Hunt.* Est il parcener de sank ou non ?—*Mutford.* Depus qil nad ren par descente, ne ren ne ly descendra, jugement si vous eyde devez aver.—*Middelton.* R. son pere tent par la ley de Engeltere tenementz qe luy descendirent. —*Mutford.* Qe Robert ne tent ren de son heritage, enz par son purchas demeyn, prest &c. — *Hunt.* Jeo nay qe fere de la tenaunce Robert, mes jeo voyle averer qe Willame est parcener en le sank ; e demaundoms jugement &c. eyde aver.—BRUMPTON. Si un hom eyt deus filles, e feffe la une, e lautre seyt tenaunte par descente, e seyt enplede, avera ele eyde de cele qe ren ad par descente ?—*Hunt.* Jeo entenke qe oyl, qe parcenerye est en le sank, e nent en la tenaunce.—BRUMPTON. Vous dites un fauz.[1]—SPIGONEL. Jeo entenke qe la cause pur quei vous priez eyde de vostre parcener si est pur ceo qe vous byez recoverer a la value vers ly de la moyte si vous perdez ; e depus qe ceste cause vous faut, saver qe vous recovrerez &c., e il tendent daverer qil nad ren par descente ne james navera, il semble qe vous ne devez en ceo cas De avo.

[1] fauz maxime, C.

A.D. 1302. *Hunt.* That is not the only reason, but it is also that I may have my warrantor vouched jointly with him, and there is another reason which I can only urge jointly with him.—SPIGONEL. Then, do you admit that William has nothing by descent?—*Hunt.* I have nothing to do with it.—SPIGONEL. The Court then takes it for granted.—*Mutford.* Inasmuch as he has admitted that William has nothing by descent, and as he can not say that anything will ever descend to him, judgment, &c.—*Hunt.* Inasmuch as we have shown the parcenary in the blood, which you have not denied, but tacitly admit, and as parcenary does not arise in the tenancy merely &c., judgment if we ought not to have the aid.

§ One Matthew, and John de Aldan and Sybil his wife, brought their "præcipe in capite" against J. wife of Roger le Engleys, and laid their descent as appears in the plea of cosinage (above-mentioned) between the same parties.—*King.* You ought not to be answered on this writ, for it was delivered out after the time; and no writ &c.—*Middelton.* We brought a writ of cosinage, which abated, and now we have purchased this writ; judgment &c.—*Mutford.* The statute is to be understood as referring to a writ abated by an exception: but your writ was abated by leave prayed &c.—BERREWIK. Answer over.—And, in the opinion of all the justices, writs quashed by leave &c., are to be maintained in such a case.—*Mutford.* This is a "præcipe in capite," and Magna Charta says that no freeman shall lose his court by such a writ; and you say that the tenements are holden of T., and not in chief of the king; wherefore &c.—SPIGORNEL. This exception should take place after "mise" and wager of battle.—BERREWIK. Who alleges this exception?—*Mutford.* We do, for the lord.—BERREWIK. The lord should have purchased his writ,

leyde aver.—*Hunt.* Ceo nest pas tan soulement la cause ; eynz est daver mon garrant vouche joyntement ove luy, e altre reson qe ne git mye en ma bouche sanz luy.—SPIGONEL. Donke grauntez vous qe Willame nad ren par descente. — *Hunt.* Jeo nay qe fere.—SPIGONEL. La curt le tent donkes a graunte.—*Mutford.* Depus qil ad conu qe Willame nad ren par descente, ne il poet dire qe ren ne ly desendra, jugement &c.—*Hunt.* Depus qe nous avoms mustre la parcenerye en le sank, laqele vous ne dedistes nent, eynz grauntez en teysant, e parcenerye ne se lye nent en la tenance &c., jugement si nous ne devoms leyde aver. A.D. 1302

§ Un Matheu e Jon de Aldan et Sibille sa femme porterent lour precipe in capite vers J. qe fut la femme Roger le Engleys, e feseynt lour descente sicut patet in placito de consanguinitate supra inter easdem partes. —*King.* Vous ne devez estre respoundu a cesti bref, qil fut delivers pus le terme, qe nul bref &c.—*Middelton.* Nous portams un bref de cosinage le qel abatit, e ore avoms purchace cesti bref, jugement. — *Mutford.* Le statut[1] est a entendre ou bref se abate par excepcion ; mes vostre bref se abatist par conge prier &c.—BERREWIK. Dites outre. — Et secundum omnes justicarios, brevia cassata per licentiam sunt manutenenda in tali casu. — *Mutford.* Ceo est un precipe in capite, e la graunt chartre[2] veut qe nul fraunc homme perd sa curt par teu bref ; car nous vous dioms qe les tenementz sont tenuz de T. e nent en chef du roy, par quei, &c.—SPIGORNEL. Ceste excepcion avereyt lu apres la mise e bataille gage. — BERREWIK. Qe alegge ceste excepcion.—*Mutford.* Nous pur le seygnur.—BERREWIK. Le seygnur dut aver purchace son bref auxi com apend Precipe in capite.

[1] 13 Ed. I. stat. 1. c. 10. [2] Mag. Char. c. 24.

A.D. 1302. as is proper in such case, for, by reason of your plea, we will not stay the suit. —*Westcot.* We praya view.—*Hunt.* You ought not to have a view, for you had one on the first writ ; wherefore &c. by statute. —BERREWIK. Let him have the view.—(I think that the exception given by statute is to be understood with reference to writs Entry and such like, and not to a writ of Right.

§ Ralph Fitz-Baldwin brought his writ of Formedon en le Descender, in this form : "Command A. &c., and " which after the death of the aforesaid F. and H. " descended to the said Baldwin as cousin and heir to " the said F. and H. &c.;" and made his descent from F. and H. to John as son; and from John to Baldwin, the present demandant, as son. — *Mutford.* Judgment of this writ, for it ought to have said, " and which " after the deaths of F. and H., and of John son and " heir &c., to the said Baldwin son &c. of the said " John, ought to descend &c."—Wherefore the writ abated.—(But *Hervy* and *Westcot* said secretly, that the writ is good in one form as well as in the other, and [in either form] is issued out of Chancery.)

§ Adam Scarlet brought his writ of debt against the prior of Bodenne, and counted that tortiously he withheld from him ten marks, which &c., for cloth bought of him &c.; and he put forward an obligation under seal. — *Mutford.* He can claim nothing, for he was made bailiff of the town of B. in satisfaction of the debt. — *Middelton.* We did not take the office of bailiff in satisfaction, but simply to account to you for the issues; ready &c. — And the other side said the contrary : therefore a Jury.

§ Philip Kellouf and Margaret his wife brought an assise of "novel disseisin" against Margaret Gelons and John de C., and complained of being disseised of

en teu cas, car pur vostre dit ne surserroms nent. — A.D. 1302.
Westcot. La veue.—*Hunt.* La vewe ne devez aver; car vous lavez eu en le primer bref, par quei &c. par statut.[1] —Berrewik. Eyt la vewe.—(Et credo quod excepcio que datur in casu isto per statutum habet intelligi in brevibus de ingressu et similibus, et non in brevi de recto.

§ Rauf le fiz Baldewyn porta son bref de forme de don en le descender tiel, " Precipe A. &c., et quæ post " mortem predictorum F. et H. predicto Baldewyno " consanguineo et heredi predictorum F. et H. descen- " debant &c.;" e fit sa descente de F. e H. a Jon com a fiz, e de Jon a Baldewyn com a fiz, qe ore demaunde. — *Mutford.* Jugement de cesti bref, qil dut dire " et quæ post mortem F. et H. et J. filii et heredis " &c. predicto Baldewyno filio &c. predicti J. descendere " debent" &c.—Par quei le bref se abatit.—(Per *Hervy* e *Westcot* secrete, Lune forme e lautre est assez bone, e est graunte hors de la Chancelerye.) Forma donacionis en le descender.

§ Adam Scarlet porta son bref de dette vers le priour de Bodenne,[2] e conta qe atort luy detent diz mars les queux &c., pur dras de luy achatez &c., e mit avant une taille ensele.—*Mutford.* Il ne poet ren demaunder, qil avoyt la baylie de la vile de B. en alowance de ceste dette.—*Middelton.* Qe nous navoms nent la baillye &c. en alowance &c., mes simplement a vous respondre des issues, prest &c.—Et alii in contrarium; ideo Jurata. De debito.

§ Phelipe Kellouf e Margerete sa femme porterent une assise de novel disseisin vers Margarete Gelons e Jon de C., e se pleyndrent estre disseisi de la terce Nova disseisina.

[1] 13 Ed. 1. stat. 1. c. 48. | [2] Bomyne, C.

A.D. 1302. the third part of one acre &c. — *Opton.* There ought not to be an assise, for we tell you that Margaret was at a certain time in ward to M. her mother; she came and aliened these tenements in fee; Margaret by virtue of the statute brought an assise, and recovered by judgment before John de Latteford &c., judgment &c.—*Lanfar.* Who alleges this exception? — *Opton.* Margaret by her bailiff.—HERVY. This exception does not lie in the bailiff's mouth; but if Margaret were here we should take the assise by those who composed the first assise, and differently from what we should now, therefore let the assise come. — THE ASSISE said that Margaret entered by judgment, and not by way of disseisin; and therefore the demandant takes nothing &c. — But it seems that where a woman tenant in dower aliens in fee, the heir cannot have an assise, but may have a writ of Entry by statute.

§ One A. brought his writ against B. — *King.* This plea was pleaded in Banc, and A. has not sued out any record; and so we do not think that you will hold this plea in the absence of the record.—BERREWIK. What turn did this plea plea take in Banc? — *King.* It remained without day &c. — HERVY. You are in Court; answer; if you had remained at home it would have been otherwise. — *King.* We pleaded in Banc to the Inquest. — BERREWIK (to the demandant). Answer to what he alleges against you.—*Ad.* Sir, he says the truth. — HERVY. Therefore &c. that you take nothing by &c. [The reason is,] because he had not the record.

§ A woman brought her "cui in vita" against Stephen Toneyt.—*Westcot.* You ought not to be answered, for a third part of these tenements is in the king's hands, and the king has now seized the other two parts; judgment &c.—*Middelton.* You formerly abated our writ by pleading that we were joint feoffees, and

partie de une acre &c.—*Opton.* Assise ne deyt estre, qe nous vous dioms qe Margarete fut en acon tens en la garde M. sa mere; ele vynt e aliena ces tenementz en fee; Margarete par statut[1] porta lassise, e recoverast par jugement devant Jon de Batefford &c., jugement &c.—*Lanfar.* Qe allegge ceste excepcion?—*Opton.* M. par bailliff.—HERVY. Ceste excepcion ne git en bouche de baillif, mes si M. fut cy, nous prendrioms lassise par ceux qe furent en la primere assise, e altrement qe nous ne fessoms ore.—E pur ceo veygne LASSISE, qe dit qe Margerete entra par jugement, e nient par disseisine; et ideo nil &c.—Videtur tamen quod ubi mulier tenens in dote alienat in feodo, quod heredi non competit assisa, immo breve de ingressu per statutum. A.D. 1302.

§ Un A. porta son bref vers B.—*King.* Ceo play fut plede en Bank, e A. nad suy[2] nul record, dont nous nentendoms pas qe vous volez ceo ple tenir sanz aver le record.—BERREWIK. Quel issue prist ceo ple en Bank?—*King.* Demora sanz jor &c.—HERVY. Vous estes en curt, responez; mes si vus usset demore en meson ceo ust este altre.—*King.* Nous pledams en Bank al enqueste.—BERREWIK (al demandant). Responez a ceo qil vous dit.—*Ad.* Sire, il vous dit verite.—HERVY. Pur ceo &c., qe vous ne pregnez ryen par &c.; quia non habuit recordam.

§ Une femme porta son "cui in vita" vers Estevene Toneyt.—*Westcot.* Vous ne devez estre respoundu, qe la terce partie de cez tenementz est en la meyn le roy, e le roy ad ore seisi le deus parties, jugement &c.—*Middelton.* Vous abatistes altre feez nostre bref par Cui in vita.

[1] 3 Ed. 1. stat. 1. c. 48.

[2] suy, not in C.

A.D. 1302. thereby you admitted that you were tenant; judgment &c. — SPIGONEL. As to your statement that the king is seised; you came before us while we were holding pleas of the Crown, when it was presented that a man had committed felony; and that you came and entered on these tenements, and acquired a seisin by your own abatement; you were asked what you claimed in these tenements; thereupon you came and disclaimed; whereupon she, who now brings this writ, came and fined for the year and waste in the mesne time, and had her writ to the sheriff to give seisin to her, as the person to whom the escheat belonged of right; so I do not see how you can now be party to this plea in opposition to your disclaimer in Court.—*Hunt.* We only disclaimed the seignory. — SPIGONEL. You disclaimed both seignory and demesne.—*Middelton.* We pray that his disclaimer may be entered.

§ John de Offrevile complained by Bill that Richard de Tyrezeynz and B., executors of the testament of E. of Arundel, and E. and F. executors of Laura de C. as executor of the testament of the aforesaid Ede tortiously withhold from him four pounds, and tortiously for this, that whereas he had leased his manor of S. to the said E. for the term of four years, yielding twenty pounds yearly; that he often came to E. and prayed him &c.; and after his death prayed of them as executors &c.—*Mutford.* We do not think that you will entertain this plea, which extends so far back, without the King's writ. — BERREWIK. Answer over.—*Mutford.* We have fully administered, and we have nothing left; and see here the bishop's letter shewing this; judgment &c. — *King.* You had assets after the testator's death, and we came and impleaded you in Court Christian, and you brought a prohibition, because our demand was a matter neither testamentary nor matrimonial; and inasmuch as you

joynt feffement, e par tant vous feistes tenaunt, juge- A.D. 1302.
ment &c.—SPIGONEL. En dreyt de ceo qe vous dites le roy estre seisi, vous venistes devant nous a la corone, on fut presente qe un hom fit felonie, vous venistes e entrastes cez tenementz e seisi futes par vostre abatement demeyne; demande vous fut quei vous clamastes en ces tenementz; ou vous venistes[1] e desclamastes; par quei meyme ceste, qe porte cesti bref, vint e fit fyn pur lan e le wast en le meen tenps, e avoyt bref al viconte de mettre le en seisine com cele a ky leschete fut de dreyt; dont jeo ne vey pas coment vous poez ore estre partie a ceo ple encontre vostre desclamer en curt.—*Hunt.* Nous desclamames en la seygnurie tantum.—SPIGONEL. En la seygnurie e en le demeyne.—*Middelton.* Nous prioms qe son desclamer seyt entre.

De debito vers executors par bille.

§ Jon de Offrevile se pleynt par bille qe Richard de Tyrezeynz e B. executours dil testament E. de Arundel, e E. e F. executours Laure de C. com executour dil testament avandite Ede, atort ly detenent quatre livres, e pur ceo atort, qe la ou il avoyt lesse son maner de S. al avandit E. a terme de quatre anz, rendant par an xx. li., dont il vent sovent a Ede e ly pria &c.; e apres sa mort a eux com a executours &c.—*Mutford.* Nentendoms pas qe vous volez ceo ple, qe amonte si haut, tenir sanz bref le roy.—BERREWIK. Dites outre. —*Mutford.* Nous avoms pleynement aministre, issi qe ren ne remeynt; e veez icy la lettre le eveske qe ceo tesmoyne; jugement &c.—*King.* Vous aviez assez apres la mort le testatour, e nous venimes e vous enpledames en Curt Christiene, e vous portastes la Prohibicion, pur ceo qe nostre demaunde ne fut de testament ne de matrimonye, e depus qe vous avyez assez a ceo jor,

[1] conustes, C.

A.D. 1302. had assets then, judgment &c.—*Mutford.* And, since you have admitted that you sued for your debt where you ought not to have sued, judgment.—BERREWIK. Do you think that you can extinguish the debt in Court Christian by a Prohibition, and in this Court by the reason which you now give? (intimating the negative.) —*Mutford.* We will aver that we held none of the goods of the deceased on the day when this bill was delivered.—HERVY. Answer to their statement.—*Hunt.* As far as regards the executors of the executors &c., we do not understand that they demand anything. — BERREWIK. They shall have the same action against these executors, as they would have had against the original executors if the latter had been alive, &c.

§ BERREWIK (Justice) ordered all the commonalty of Cornwall to be summoned, and said "Good people, we wish to know from you how you present Englishery in this county, and how you will answer for those "who remained outlawed at the departure of the last "Justices in Eyre in this county; and who have come "and made their peace, and who not."—THE COMMONALTY. We present no Englishery in this county: as to the other question we say that the then sheriffs are all dead, and we entreat your favour, as far as regards that point. — BERREWIK. You must fine; for know that we have found several errors in the rolls of this county; one is that four men were outlawed at four county courts in succession, and were allowed to give main-prise, and then the same men came and brought a writ to remove the appeal, and the appeal was removed at their suit: this was an error; for they ought to have been taken &c. Another error is, that a married woman sued an appeal without naming her husband; and this is another error: and so on of other errors. — THE COMMONALTY. Sir, we will owe to our lord the King

jugement &c. — *Mutford.* E depus qe vous avez conu qe vous demaundastes la dette la ou vous ne dussez demaunder, jugement.—BERREWIK. Quidez vous esteyndre la dette en la curt Christiene par la prohibicion, e en ceste curt par le respuns qe vous ore donez? (quasi diceret non.)—*Mutford.* Nous voloms averer qe nous navioms ren des bonz le mort le jour de ceste bille delivre.—HERVY. Responez a ceo qil vous diont.—*Hunt.* En dreit des executours les executours &c. nentendoms pas qil pussent ren demaunder. — BERREWIK. Meyme laccion qil averoynt vers les executours[1] meymes sil fussent en vye, mesme laccion avera il vers ces executours &c. A.D. 1302.

§ BERREWIK. Justice fit demaunder tute la comunalte de C.—Bone gent, nous voloms saver de vous coment vous presentez Englecherye en ceo conte, e coment vous voulez respoundre de ceux qe demoererent a utlayere al departir des Justices dreynz erranz en ceo conte, queux vyndrent a la pees, e queux noun.—*La comunaute.* Hom ne presente nul Englecherye en ceo conte: e quaunt al autre poynt les viscontes qe adonqes furent sont tous mors; en dreyt de ceo poynt nous prioms vostre grace.—BERREWIK. Fetes fyn, qe sachez qe nous avoms trove plusiors errors en les Roulles de ceo Conte, lun qe quatre homes furent utlages par quatre contes, e furent maynprises jeqes al cinkieme conte, e dont vyndront meymes ceux e porterent bref a remuer lapel, e lapel remue par lour seute: hic fuit error quia debuissent capi &c.: un altre, qe une femme coverte de baron suyt un apel sanz nomer son baron, et sic alius error; et sicut de aliis.—*Communitas.* Sire nous durroms a nostre seygnur le Rey quatre-vint[2] Acoupement qe touche tut le conte.

[1] testatours, C.

[2] xxxiii., C.

A.D. 1302. eighty pounds.—BERREWIK. Choose a knight and two gentlemen who shall assess this.—And they did so. And the first of them took an oath thus : — " Hear " this O ye justices, that we will loyally assess the " common fine of this county, and that for no fa- " vour will we spare any man, and that for no spite " we will charge any man of those who owe scot, so " help us God and the saints."—And then BERREWIK said, " Enter this fine on a roll, and bring it here to " us immediately."

§ Note, that where a woman was non-suit after the mise of the Great Assise, it was adjudged by HERVY that the tenant should hold, quit of her, and of her heirs for ever. — The same course will be pursued with respect to the tenant, if he make default after the mise, and judgment be given upon the default.

§ Adam brought a writ of Entry against B., and said, " into which he had not entry except by the " disseisin which Richard the prior of Launceston " &c."—B. vouched to warranty the prior, who came into Court and warranted. — *Hunt* (for the prior). Whereas A. brings this writ for tenements in Killebout, we tell you that the tenements are in Lanhudrek; judgment of the writ.—*Mutford.* You have warranted, therefore &c. — *Hunt.* We could not take this exception before we warranted. — BROMPTON. You have mispleaded, for when B. vouched you for tenements in Kyllebout, you ought to have said that the tenements were in Lanhudrek, and you would thereby have got rid of the warranty; but by having entered into warranty, you admitted that the tenements were in the town named in the writ; wherefore you cannot avail yourself of the exception to abate the writ —*Mutford.* His predecessor disseised us of the tene-

livres. — BERREWIK. Elissez un chivaler e deus vallets, qe deyvent asseer ceste chose.—Et sic fecerunt: quorum primus sic juravit: "Ceo oyez vous Justices, qe vous "lealment asserez la comune fyn de ceo conte, e qe "pur nul amour home nesparniez, ne pur heyne ne "chargereyz sur tous ceux qe escot deyvent, si Deu "vous eyde e les seynz." — E pus dit "Fetes escrire "ceste fyn en une roule, e portez ceynz devant nous "hastiment." A.D. 1302.

§ Nota, qe la ou une femme fut noun-suy apres la mise de graunt assise, fut agarde par HERVY qe le tenaunt tenit quites de luy e de ces heyrs a tos jors. —Eodem modo erit ex parte tenentis, si fecerit defaltam post misam et judicium super defaltam reddatur.

§ Adam porta un bref dentre vers B., e dit, en les queux il navoyt entre si noun par la disseisine qe Richard priour de Lanceton &c.—B. voucha a garrantie le priour, qe vynt en curt, e garrantist.—*Hunt* (pur le priour) La ou A. porte cesti bref de tenementz en Killebout, nous dioms qe les tenementz sont en Lanhudrek, jugement du bref.—*Mutford.* Vous avez garranti, par quei &c. — *Hunt.* Nous ne poms cest excepcion user avant qe nous ussoms garranti.—BROMPTON. Vous avez mesplede, qe quant B. vous voucha des tenementz en Kyllebout, vous dussez aver dit qe les tenementz furent en Lanhudrek, e par tant ussez destrut la garrantie; mes en tant com vous entrastes en la garrantie, si grauntastes les tenementz estre en la vile nome en le bref; par quei vous ne poez avenir pur bref abatre.—*Mutford.* Qe son predecessor nous disseisit des tenementz les queuz il ad garranti, Entre sur disseisin.

A.D. 1302. ments which he has warranted, ready &c. — *Hunt* said the contrary. — Therefore to the country. — But *Hunt* wished to stand on the averment that his predecessor did not disseise him of the tenements in Killebout; the Court, however, would not receive it in that form, but they went to the country as above.— It was found by the jury that the predecessor of the prior did not disseise him. Therefore nothing &c.; but in mercy.

§ Three parceners brought their writ of Ael against B., and made their descent from A. to B., C., and D., as daughters and one heir, and afterwards to themselves as their issue; B.'s issue did not sue; and the issue was severed by judgment.—*Mutford.* This is a writ of possession &c.; and we tell you that B. and D. and C. were seised since &c; judgment.—*Lanfar.* C. and D. were not seised since &c.; ready &c.—*Mutford.* What do you answer with respect to B., whose issue did not sue &c.—*Lanfar.* The exception of "last seised" does not lie except where I can have an action on the seisin of him from whom &c.; but on the seisin of B. I cannot have an action, for she has issue alive; and on the other hand neither her felony nor her quit-claim will bar me; wherefore &c.—*Mutford.* Then admit that she entered, and afterwards say why the entry ought not to stand in your way; for that is the order of pleading.—*Lanfar.* They did not enter &c., ready &c.—*Mutford.* The reverse, ready &c. (query the reason).—It was found by the jury that they did not enter.—*Hunt.* Sir, will you enquire if their lord did not enter as guardian.—BERREWIK (to the Inquest). Tell us if they were seised by their guardian; for we hold the seisin of their guardian to be their seisin. — THE INQUEST. Neither by themselves, nor by the guardian. — BROMPTON. Inasmuch as &c.; that he do recover seisin, and that the other be in mercy.

prest &c.—*Hunt*, e contra.—Ideo ad patriam.—Mes *Hunt* voleyt aver este al averement qe son predecessour ne ly disseisi poynt des tenementz en K.; mes la curt ne voleyt poynt receyver en cele forme; sed fuit ad patriam, ut supra.—Trove fut par pays qe le predecessour le priour ne disseisit poynt; ideo nil &c.; sed in misericordia. A.D. 1302.

§ Treys parceners porterent lour bref de ael vers B., e feseynt lour descente de A. a B., C., e D. com a filles e un heyr, e pus a euz com a lour issu; le issu B. ne suy poynt, e fut severe par agard.—*Mutford.* Ceo est un bref de possession &c.; e nous vous dioms qe B. e D. e C. furent seisi pus &c.; jugement.—*Lanfar.* Qe C. e D. ne furent nent seisi pus, prest &c.—*Mutford.* Quei responez vous a B. qi issu ne suy nyent &c.—*Lanfar.* Excepcion de drein seisi ne git nent si noun la ou jeo pusse accion aver de la seisine cely de ky &c.; mes de la seisine B. ne puse jeo accion aver, qele ad issue en pleyne vye; e daltre part sa felonye ne sa quiteclame ne me barreyt my; par quei, &c.—*Mutford.* Grauntez qele entra donqes, e pus dites purquei lentre ne vous deyt grever; car cest ordre de pleder.—*Lanfar.* Qe elles ne entrerent poynt &c., prest &c.—*Mutford.* E contra, prest &c. (quære de causa). Trove fut par pays qeles ne entrerunt poynt.—*Hunt.* Sire, volez enquere si lour seygnur entra poynt com gardeyn.—Berrewik (al enqueste). Dites nous sil furunt seisi par gardeyn; car nous tenoms la seisine le gardeyn lor seisine.—Inquisitio. Nec per se, nec per custodem.—Brompton. Pur ceo &c. qil recovre [seisine, e lautre en la merci].[1] De avo.

[1] The words in brackets from C.

A.D. 1302. § John Colyn and Margaret his wife brought their "cui in vita" against Robert Brun and Isabel his wife, stating "into which he had not entry except by John "Lambrun, the first husband of Margaret, to whom "&c."—*Kingesham.* We hold these tenements as the dower of this Isabel, and the reversion belongs to John the son of John Lambrun, who is under age &c., in ward to such an one; and we vouch him to warranty by aid of this Court, to be summoned &c.—*Mutford.* We pray seisin by virtue of the statute, "Cum quis "&c.," and that they may await the age of him who is vouched.—*Kingesham.* We only claim dower; and the statute is to be understood of the case of a person vouching simply, wherefore &c.—*Mutford.* By whose endowment?—*Kingesham.* We were endowed after the death of John Lambron, grandfather of him who is now vouched, of certain tenements; afterwards came John the father of this vouchee, and gave us in exchange these tenements which we now hold, and thus we are seised by way of dower.—BROMPTON. Exchange for dower is not the dower.—*Mutford.* We will aver that her husband was never so seised of those tenements as that he could endow her thereof.—*Kingesham.* If we had vouched simply we should have lost our dower; and inasmuch as we hold, by way of dower, the tenements in respect of which we are impleaded, it was proper that we should vouch in respect of dower.—BERREWIK. It would be hard if the lady should lose her dower &c.; therefore produce the infant who is vouched, in order that we may better know if he be under age or not.—(The infant came into court.)—*Mutford.* We pray seisin &c. as above. *Kingesham.* You have waived your advantage which the statute gave you, inasmuch as you permitted the voucher to be made on the first day, without counterpleading &c.—*Mutford.* We came as soon as he came into court, and he is under age, and you might have

§ Jon Colyn e Margarete sa femme porterunt lour "cui "in vita" vers Robert Brun e Isabele sa femme, en les queux il navoynt entre, si non par Jon Lambroun primer baron M. a qi &c.—*Kingesham.* Nous tenoms ces tenementz en douer ceste Isabele, e la reversion est a Jon le fiz Jon Lambroun, qest denz age &c., in custodia talis, e le vouchoms a garrantie par eyde de ceste curt, qe serra somons &c. — *Mutford.* Nous prioms seisine par le statut,[1] cum quis &c. e qil attendent le age cely qest vouche.—*Kingesham.* Nous ne clamoms forqe dower, e le statut fet a entendre ou hom vouche simplement, par quei &c. — *Mutford.* De ky dowement? — *Kingesham.* Nous fums dowe apres la mort Jon Lambron, ael cesti qe ore est vouche, de certeyns tenementz; pus vynt Jon le pere cesti e nous dona ces tenementz qe ore tenoms en eschange, e issi sums nous seisi en noun de douer.—Brompton. Eschange de douer nest pas dower.—*Mutford.* Nous voloms averer qe son baron ne fut unqes seisi de ceux tenementz issi qe dower la pout.—*Kingesham.* Si nous ussoms vouche simplement nous ussoms perdu nostre dower; e pur ceo qe nous tenoms en noun de dower les tenementz dont nous sums enpledez, si nous covent il voucher com de dower.—Berrewik. Dur serreyt si la dame perdisit son dower, &c.; e pur ceo fets venir lenfant qest vouche, a saver meu sil est denz age ou noun.—(Lenfant vynt en curt.) —*Mutford.* Nous prioms seisine &c., ut supra.—*Kingesham.* Vous avez veyve vostre avantage qe done vous est par statut, entant com vous suffrites le voucher le primer jour sanz contrepleder &c. — *Mutford.* Nous sums venuz tot al tenz depus qil est en curt, e est denz

A.D. 1302. Cui in vita.

[1] 13 Ed. I. Westm. 2. c. 40.

A.D. 1302. vouched him as being of full age.—*Kingesham.* We vouch him as under age.

§ One William de Power brought a writ against John de H. — *Kingesham.* The tenements are in the hands of the executors of the earl of Cornwall ; judgment of the writ.—*Middelton.* John is of full age, and the king has brought a "Quo Warranto" against him, and we will aver that he is tenant of the freehold ; judgment if he ought not to answer.—HERVY. The executors of the earl hold the tenements as a forfeiture for marriage ; and if John were to answer this writ, and should lose, they would be prejudiced ; wherefore the Court adjudges that William do take nothing, but be in mercy.—The fine was remitted ; and, I think, because he was right in his writ, although he could not recover &c.

§ One A. brought a writ of Entry, "ad terminum "qui preteriit," against B. ; B. vouched to warranty one C., who came into court and asked by virtue of what B. vouched him.—*B.* said that he vouched by virtue of the deed of Ralph, father of C., who had bound himself to warranty ; and he produced the deed.—*Middelton* asked a sight of the deed ; and he had it ; and then he said that he never had an ancestor named Ralph ; judgment &c.—*Kingesham.* Is it the deed of your ancestor or not ?—HERVY. First answer to what John tells you &c.—*Kingesham.* His ancestor was known by that name, ready &c.—*Middelton* said the reverse.—*B.* doubted about the averment, and waived his voucher, and said that the ancestor had leased the tenements in fee.—*Lanfar.* We pray seisin of the land by statute, because he has failed in his voucher.—HERVY. You are not within the words of the statute.—And they went to the country as to whether the tenements were leased in fee.—Therefore quære.

age, e vous le pussez aver vouche com de pleyn age.— A.D. 1302.
Kingesham. Nous ly vouchoms com denz age.

§ Un Willame de Power porta un bref vers Jon de H.—*Kyngesham.* Les tenementz sont en la meyn les executours le conte de C., jugement du bref.—*Middelton.* Jon est de pleyn age, e le Rey porte sus ly un Quo Warranto, e nous voloms averer qil est tenaunt dil fraunctenement; jugement sil ne deyt respoundre.—HERVY. Les executours le conte tenent les tenementz pur forfeture de mariage, e si Jon respondesit a cesti bref e perdisit, ceo serreyt prejudice a eux; parquei agarde la curt qe W. ne preygne rien, eynz seyt en la mercy.—E luy fust perdone; credo quod fuit quia bene impetravit breve licet non potuit recuperare, &c.

Un A. porta un bref de entre a terme qe passe est vers B.; il voucha a garrantie un C., qe vynt en curt, e demaunda par quei il luy voucha.—*B.* dit, qe par le fet Rauf son pere, qe se aveyt oblige a la garrantie; e mist avant le fet.—*Middelton.* La veue dil fet; (et habuit) e pus dit, qil navoyt unqes ancestre qe avoyt a noun Rauf; jugement &c.—*Kingesham.* Est ceo le fet vostre ancestre ou noun? — HERVY. Responez primes a ceo qe Jon vous dit &c. — *Kingesham.* Qe son ancestre fut conu par teu noun, prest &c.—*Middelton.* E contra. — *B.* dota dil averement, e veyva son voucher, e dit qe lancestre avoyt lesse les tenementz en fee.—*Lanfar.* Nous prioms seisine de cest par statut[1] de ceo qil ad failly de son voucher. — HERVY. Vous nestes pas en le cas.—E sount au pays qe les tenementz furent lessez en fee.—Et ideo quere.

Entre ad terminum qui preteriit.

[1] 13 Ed. 1. Westm. 2. c. 6.

A.D. 1302. § To a writ brought against one Amice, she said that she only held for her life by virtue of a lease from her father, and she vouched him to warranty; he came into court, and warranted accordingly; and he said that it was the frank-marriage of his wife, and that he held the tenements for his life by virtue of the first gift, and that the fee and the right were in the person of his son, namely &c., without whom &c.; and he prayed aid of him.—*Lanfar.* You ought not to have aid, for you yourself were party to the gift, and the fee reposes in your person as much as in the person of you son; and if a man desire to have aid, it is necessary that he of whom aid is prayed have a higher estate than he who prays aid; but your son has not that, wherefore &c.—HERVY. Take care; he says that it was the franc-marriage of his wife; thus, after the death of his wife he has only a free-hold, for frank-marriage and fee-tail are not the same thing; therefore let him have the aid.—And note, that frank-marriage and fee-tail are not entirely of the same nature; and so enquire the difference.

§ One A. brought his writ of Formedon in the Reverter against B., and said that S. his father gave the tenements to Mabel and the heirs of her body, and which tenements, after the death of Mabel &c., ought to revert to him.—*King.* The tenements were given to Mabel and to the heirs of her body by Michael begotten; and you make no mention of Michael; judgment.—*Middelton.* I need not name Michael, for he was no party to the gift.—BROMPTON. Is it the deed of your ancestor or not?—*Middelton.* Yes, Sir. —BROMPTON. Inasmuch as your writ is not in accordance with the form of the gift, the Court adjudges &c. but that you be in mercy &c.—And so note that in a writ of Formedon it is perhaps necessary to name him who is not a party to the gift.

§ A un bref porte vers une Amise, ele dit qele navoyt forqe a terme de vye du lees un tel son pere; e le voucha a garrantie; il vynt en curt, e garrantist en meyme la forme; e dit qe ceo fut le fraunc-mariage sa femme, e il tynt les tenementz a terme de sa vye par le primer don, e le fee e dreyt repose en la persone un tel son fiz, sanz ky &c.; e pria eyde de luy.—*Lanfar.* Eyde ne devez aver, car vous meymes futes partie al doun, e le fee repose en vostre persone tant avant com en la persone vostre fiz; e cely qe veut eyde aver, il covent qe cely de ky il prie eyde eyt plus haut estat qe cely qe prie; e ceo nad my vostre fiz; par quei &c.—HERVY. Prenez garde; il dit qe ceo fut le fraunc-mariage sa femme; dont il nad apres le deces sa femme forqe soulement fraunc-tenement, car il nest pas tut un fraunc-mariage e fee taille; e pur ceo eyt leyde.—Et sic nota, quod non sunt penitus ejusdem naturæ fraunc-mariage e fee taille; et ideo quære de diversitate.[1] A.D. 1302. Voucher a garrantie.

§ Un A. porta son bref de forme de don en le reverti vers B., e dit qe S. son pere dona les tenementz a Mabille e a les heyrs de son cors issanz, e les queux apres le deces Mabille &c., a luy deyvent revertir. —*King.* Les tenementz furent donez a Mabille e a ceux qe Michel engendra de Mabille, e vous ne fetes nule mencion de Michel; jugement.—*Middelton.* Jeo nay mestre a nomer Michel, qil ne fut pas party au don.—BROMPTON. Est ceo le fet vostre auncestre ou noun?—*Middelton.* Sire, oyl.—BROMPTON. Pur ceo qe vostre bref nest my acordant a la forme, si agarde &c., mes seez en la mercy &c.—Et sic nota quod oportet in casu nominare illum in brevi formæ donacionis qui non est pars formæ. Forma donacionis en le reverti.

[1] veritate, C.

A.D. 1302. § John de Trabion and Joan his wife, and Alan Bloyon and Joan his wife, brought an assise of "novel "disseisin" against the said Alan and Joan his wife and several others, and complained that whereas the said John de Trabion and Joan his wife and Alan and Joan &c. held a mill in common, the said Alan &c. and the others named in the writ came and diverted the water, so that the mill could not grind as heretofore, and so they have disseised them. —The defendants came not.—THE ASSISE was granted by reason of their default, and said that the course of the water was diverted to the damage of John Trabion, one mark. — HERVY. Therefore the Court adjudges that they do recover their seisin; and that the water be turned back into its proper course at the expense of the disseisors; and that the others be in mercy.—(He wished to have pleaded that he was disseised of mill-toll; but he was not permitted.)

§ To a writ of Right, after the view had been granted, the tenant objected that the writ was purchased after the time &c., after which day no writ ought to be received; and he prayed judgment &c.— *Lanfar.* By taking the view you have admitted the writ to be good. — *Hunt.* Even if it were as you say, yet the process on this writ would be annulled by statute, wherefore &c.—BERREWIK. Farewell, and sue in your lord's court if you think fit.

§ One Adam demanded against B., by writ of Intrusion, two parts of a carucate of land, and against C. the remaining third part thereof.—C. held the tenements in dower, and vouched to warranty B., as being the person to whom the reversion belonged.— B. came and warranted, and afterwards acknowledged the entire carucate of land to be the right of A.;

§ Jon de Trabion e Jone sa femme, e Alcyn Blyon e Jone sa femme porterunt un assise de novel disseisin vers meyme cely Aleyn e Jone sa femme e plusiours altres, e se pleyndreynt qe la ou meyme cesti Jon de Trabion e Jone sa femme e Aleyn e Jone &c. tyndrent un molyn en comune, la vynt cely Aleyn &c., e les autres nomez en le bref e unt besturne lewe issi qe le molyn ne poet moudre auxi com il soleyt, e issi les unt il disseisi.—Il ne vyndrunt nent.—LASSIE fut agarde pur lour defaute, qe dit qe le curs del ewe fut besturne, a les damages Jon de Trabion a un mark.—HERVY. Pur ceo agarde la curt qil recovre sa seisine, e qe lewe seyt torne en son dreyt cors a les custages les disseisors &c.; et alii in misericordia.—(Il voleyt aver pleynt estre disseisi de tolun de molyn, mes ne fut pas recu.) A.D. 1302. Nova disseisina.

§ A un bref de dreyt, apres la vewe, le tenaunt allegga qe le bref fut purchace apres la terme, apres quel jor nul bref ne dut estre receu; e demaunda jugement, &c.—*Lanfar.* Vous avez afferme le bref bon par la vewe.—*Hunt.* Tut fut il issint com vous dites, uncore serreyt le proces qe sereyt fet par cesti bref anenty par statut; parquei &c.—BERREWIK. Alez adeu, e suez en la curt vostre seygnur si vous quidez de ben fere. De Recto.

§ Un Adam demaunda vers B. les deus parties de une carue de tere, e vers C. la terce partie de meyme cele carue de tere, par bref de Intrusion. — C. tynt les tenementz en dower, e voucha a garrantie B., com cely a ky la reversion apendeyt. — B. vynt e garrantist, e pus conuseyt la carue de tere entere estre le dreyt A., e ce ly rendi a aver &c.—HERVY. Il ne De Intrusion.

A.D. 1302. and this he rendered to him, to have &c. — HERVY. He did not know that the woman should be examined in this case; she will recover in value against B.— She was not examined.

§ Item, in a like case, where the heir had warranted the third part, the demandant acknowledged the entirety to be the right of the heir, and this he released and quitclaimed to him &c.

§ Note, that a vicar can never have a freehold in tenements which are frank-almoign of his church; *per* BRUMPTON: but per *Westcot*, where tenements are annexed to his vicarage, he can have a freehold, and can have an assise against the parson himself if he eject him, and against any other person: and so quære &c.

§ To a writ of Entry "ad terminum qui preteriit," it was answered for the tenant that the ancestor of the demandant, of whose seisin, &c., made a lease in fee; and he put forward a charter which showed this, and also a quit-claim. — *Lanfar.* These are two separate things; hold to one.—BROMPTON. The charter and the quit-claim are as it were one deed, for the quit-claim confirms the charter.—And he made him answer to both. And the demandant was non-suited.

§ Alice de Bathe demanded against Walter Tremor the third part of a mill.—Walter vouched to warranty Hugh de Bathe, who came into court and asked how. —Walter put forward a charter from his (Hugh's) father, which stated that he had sold him a fulling-mill, and that it should be lawful for Walter to do what he liked with it, and that (the father) would warrant it whatever it was.—*Middelton.* Walter bound himself by writing that he would not construct any corn-mill in

scut mye qe la femme seyt examine en ceo cas; qele rescovera a la value vers B.—Non fuit examinata. A.D. 1302.

§ Item, en au tiel cas, ou leyr avoyt garranti la terce partie, le demaundant conuseyt lenter estre le dreyt leyr, e ceo ly relessa e quiteclama &c.

§ Nota qe un vicare ne poet james aver fraunc-tenement de tenementz qe sont fraunche-aumoyne de sa eglise; par BRUMPTON: mes par *Westcot*, la ou tenementz sont anex a sa vicarye, si put il aver fraunc-tenement, e user lassise vers la persone meyme sil le engette, e vers checon autre: et ideo quære &c.

§ A un bref de entre a terme qe passe est, fut respone pur le tenant qe lancestre le demaundant de ky seisine &c. lessa en fee; e mit avant chartre qe ceo temoyne, e quiteyclame.—*Lanfar.* Ces sont deus gras, tenez al un.—BROMPTON. La chartre e la quiteclame sont auxi com un fet, qar la quiteclame conferme la chartre.—E par agarde le fit responable al un e al autre. E le demaundant fut nonsuy qe &c. Entre ad terminum qui præteriit.

§ Alice de Bathe demaunda vers Wautier Tremoz la terce partie de un molyn.—Wautier voucha a garrantie Hugo de Bathe, qe vynt en curt e demaunda par quei.—Wautier mit avant la chartre son pere, qe voleyt qil li avoyt vendu un molyn foleret, e qe ben lyrreyt a Wautier fere de ceo son prew, e qil garrantit quel[1] qe ceo fut.—*Middelton.* Wautier sey obliga par son escrit qil ne freyt nul molyn blaieret anusant a nostre Voucher a garrantie.

[1] quel molyn, C.

A.D. 1302. the same town, to the damage of our mill, without our permission; now we tell you that Walter has constructed a corn-mill on his own account; judgment if we ought to warrant him.—*Kingesham.* We pray judgment if you can get rid of the warranty by reason of the damage which you assign.—BERREWIK. You must warrant; but your action for damage will be saved to you by virtue of the writing; and the entry on the roll shall state this.—*Mutford.* By leave of the Court we will warrant and yield up, our action being saved.

§ The same Alice brought her writ of Dower, and demanded &c. against the bishop of Exeter; he vouched to warranty Hugh de Bathe, to be summoned in the counties of Cornwall and Gloucester. Hugh made default, consequently the "Cape ad valenciam" issued; and after the Cape was returned, he made default.—*Mutford.* We pray seisin of the land by reason of Hugh's default.—BERREWIK. How will you take seisin? Hugh's land is only worth ten shillings, whereas Alice demands against the bishop twenty shillings of rent.—*Mutford.* We pray seisin of the ten shillings, and we pray for the remainder out of the bishop's lands.—BERREWIK. You can never be allowed to take the bishop's land so long as Hugh holds any of the freeholds which belonged to her husband.—And afterwards Roger de F. said that a judicial writ isssued, to give to the woman lands in the county of Gloucester to the value of the other ten shillings.

§ John de Botton brought an assise of "Novel dis-"seisin" against John de Wilton, Solomon of Rochester, and Rowland de Kebyn and others, and complained of being disseised of the half of the manor of C., and of a hundred shillings of rent.—*Westcot.* Sir, John answers and says that his name is John de Willingtone;

molyn en meyme la vile, sanz nostre conge; dont vous dioms qe Wautier ad leve un molyn blayeret contre son fet demeyne, jugement si nous ly devoms garrantie. — *Kingesham.* Nous demaundoms jugement si vous pussez, par cele nusance qe vous assignez, estortre la garrantie. — BERREWIK. Il vous covent garrantir, mes votre accion de nusance vous serra salve par vostre escrit, e serra enroule. — *Mutford.* Nous garrantoms e rendoms par conge; sauve a nous nostre accion. A.D. 1302.

§ Meme cele Alice porta son bref de dower, e demaunda &c. vers le Eveske de Excestre; il voucha a garrantie Hughe de Bathe qe sera somonez en le conte de Cornwayle e de Glocestre: Hughe fit defaute, parquei le "Cape[1] ad valenciam" issit; e le Cape[1] retorne, fit defaute. — *Mutford.* Nous prioms seisine de tere, par le defaute Hughe.—BERREWIK. Coment volez vous aver seisine? la tere Hughe ne vaut forqe x. s., la ou Alice demaunde vers le Eveske xx. s. de rente e de tere.—*Mutford.* Pur ceo prioms seisine de les x. s., e du remenant de la tere le Eveske.—BERREWIK. Il ne serreyt mye receu qe vous eussez de la tere le Eveske, tant com Hughe ad dil fraunc-tenement qe fust a son baron. — Et postea dixit Roger de F. quod breve de judicio exivit a fere a la value a la feme en le conte de Glocestre de les autres x. s. De dote.

§ Jon de Botton[2] porta une assise de novele dissei-sine vers Jon de Wilton, Salamon de Roucestre e vers Rouland de Kekyn e altres, e se pleynt estre disseisi de la moyte du maner de C., e de c. s. de rente.—*Westcot.* Sire, Jon vous respound et dit qil ad a noun Jon de Wil- Nova disseisina.

[1] Graunt Cape, C.

[2] Robert de Sutton . . . S. de Gloucestre e Roland Kybin, C.

A.D. 1302. judgment of the writ.—BROMPTON. Is he tenant of this land?—*Westcot.* He is tenant of a fourth part of the land and of the rent.—*Hunt.* He is known by that name; ready &c.—BROMPTON. He is known over all England as Willingtone, and by no other name, and that we well know; and therefore as to John, you shall take nothing by the writ.—*Hunt.* What do the others answer?—*Westcot.* A writ which is abated by judgment and by an admission on the part of the plaintiff, is abated in toto; but it would be otherwise if it were abated in part by verdict of the Assise; now since he admitted &c., and so by his admission the writ abated, we understand that the writ is abated in toto.—*Hunt.* You are wrong; for suppose I bring my writ against three, and complain of being disseised of forty acres of land, and one of the three puts forward a charter of joint feoffment of ten acres of the land; as to this my writ shall abate, but as to the remainder the others shall answer; and so in this case. —*Mutford.* The cases are not alike; for in your case it is your own fault, as you ought not to be ignorant of your own title; but in the case you put, you might well be ignorant who is joint feoffee and who not.—BROMPTON. Plead you as to the Assise while you can. —*Mutford.* There ought not to be an Assise for two reasons; one, because the writ was purchased eight years ago, the other, because the writ is not in due form.—BROMPTON. The first reason will not hold good; —and he looked at the writ and found that the writ was not in due form.—*Mutford.* Now we pray judgment of the writ.—BERREWIK (to the sheriff). How is it that you have attached these people without warrant; for every suit is commenced by finding pledges, and you have attached, although he did not find pledges, &c.—*The Sheriff.* Sir, it was by your own orders. (If it had not been so, the sheriff would have been grievously amerced; therefore take heed.)

lingthone, jugement du bref.—BROMPTON. Est il poynt[1] A.D. 1302.
de ceste tere.—*Westcot.* Il est tenaunt de la quarte partie de la tere e de la rente—*Hunt.* Conu per teu noun, prest &c.—BROMPTON. Il est conu parmy tut Engletere par Willingtone e noun pas par otre &c., e ceo savoms nous ben; e pur ceo ne prendrez ren par vostre bref en dreyt de Johan.—*Hunt.* Quei respoynent les autres? —*Westcot.* Bref qest abatu par jugement, e par conisance de la partie, se abate en tut; mes altre serreyt si par verdit de assise en partie fut abatu; dont depus qil conuseit &c., e issi le bref abaty par sa conisance, e par conisance entendoms le bref en tut estre abatu.—*Hunt.* Vous dites mal; qe jeo pose qe jeo porte mon bref vers treis e mey pleynke estre disseisi de xl. acres de tere; lun mette avante chartre de joynt-feffement de x. acres de tere; en dreyt de ceo mon bref sey abate, mes en dreyt du remanent les altres respondiront; et similiter. —*Mutford.* Nest pas semble, qen vostre cas si est vostre defaute demeyne, qar vous ne devez mye mesconustre vostre purchas, mes en lautre cas si poez ben mesconustre qi est joynt-feffe e qy nent.—BROMPTON. Vous pledez a lassise tant com poez.—*Mutford.* Assise ne deyt estre par deus resonz, la une qe le bref fut purchace huit anz passez, lautre qe le bref nest pas formel.—BROMPTON. Sa primere reson ne vaut nent;—e regarda le bref e trova le bref nent araye.—*Mutford.* — Ore priom jugement du bref.—BERREWIK (al visconte). Coment avez vous attache ceste gent saunz garrant, qe la nessance de checon ple est a trover plegges, e pus qil ne trova poynt des plegges vous avez attacher &c. — *Visconte.* Sire, ceo fut par comandement[2] de vous meyme: (altrement le viconte ut este amercye gravement; et ideo cave[3]).

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[1] tenant, C.
[2] attachement, C.
[3] C. adds, BROMPTON. Tenant alez adeu &c.

A.D. 1302. § To a writ brought for tenements in Clovenhom it was answered by the tenant, that it was neither a borough, nor a town, nor a hamlet, but a plain in Killisonner, and he prayed judgment of the writ.—The demandant said that it was a town known by that name; it was found by the Jury that Clovenhom was formerly a town, but that it was now in ruins.—BROMPTON. Does it answer as a town?—THE INQUEST. Yes.—BROMPTON adjudged that the demandant should recover seisin, and that the others should be in mercy.

§ Eve Colan brought an assise of Mordancester on the death of Andrew her father.—*Poleyn.* There ought not to be an assise, for we tell you that in a certain year there was a suit between G. our father and Andrew her father, on whose death &c., in which the said Andrew released and quit-claimed all his right to the tenements of which G. was seised &c.; judgment.—*Wescot.* We bring this assise on the death of our father, and you put forward by way of bar a fine which contains no render, and it is possible that after that release and quit-claim our father died seised; judgment if that fine ought to bar us of the assise &c.—*Poleyn.* And since your answer goes to avoid the fine, which is not allowed by the Statute "Quia Fines " &c.," and you do not show any specialty whereby your ancestor acquired these tenements after the fine; judgment if there ought to be an assise.—BROMPTON. An assise of Mordancester is the only specialty that he can have; therefore call in the Assise.—The Assise was sworn; and then Eve was non-suited.—(Quære the truth of this case.)

§ Note that if a man be demanded in Court, and his attorney put forward letters of protection in the name of his lord answering by attorney, and the adverse party will aver that he who puts forward

§ A un bref porte des tenementz en Clovenhom fut respone par le tenaunt qe ceo ne fut burgh ne vile ne hamele, eynz une launde en Killisonner,[1] e demaunda jugement du bref: le demaundant dit qe ceo fut ville conu par cel noun. Trove fut par pays qe Clovenhom fut en acon tens ville, mes qe ele seyt ore tut escheue.—BROMPTON. Respund ele pur ville.—INQUESTE. Oyl.—BROMPTON agarda qe le demaundant recovere seisine, e laltre en la mercy. A.D. 1302.

§ Eve Colan porta un assise de mordancestre vers un B. de la mort Andreu son pere.—*Poleyn.* Assise ne deyt estre, qe nous vous dioms qe tel an fut ple meu entre G. nostre pere e Andreu son pere de ky mort &c., issi qe cely Andreu relessa e quiteclama tut le dreyt qil avoyt en la seisine G. &c.; jugement. —*Wescot.* Nous portom ceste assise de la mort nostre pere, e vous mettez avant une fyn pur barre, en qele fyn il nad nule render contenu, e possible est qe pus cel reles e quiteclame nostre pere morut seisi; jugement si cele fyn nous deyve barrer dil assise &c. —*Poleyn.* E depus qe vostre respouns chet en voydance de la fyn, qest encontre statut "Quia fynes,"[2] e vous ne mustrez nul especialte qe vostre ancestre pus cele fyn unqes purchasa cez tenementz, jugement si assise deyve estre.—BRUMPTON. Autre especialte ne put il aver de la mort son ancestre qe lassise. E pur ceo veygne lassise: qe fut jure; e pus fut Eve noun-suy. — Quære veritatem istius casus. Mordancestre.

§ Qe[3] si un hom soit demande en curt, e sun attorne mette avant la proteccion en le noun sun seignor en responant par attorne, e la partie adverse voille averer qe mesme celuy qe met avant la pro- Nota.

[1] Killistonor, C.
[2] 27 Ed. 1. st. 1. c. 1.
[3] The remaining cases in the Iter are contained in C. only.

A.D. 1302. the protection is attorney in the same plea, the protection will not hold good; and so take heed &c.

§ Ralph de Arundel brought an assise of "novel disseisin" against Roger de Ingepenne and C. his wife, and P. Metters, and several others. Roger and C. his wife came by their bailiff and answered by *Mutteford*, that there ought not to be an assise, because the tenements were in the king's hands on the day when the writ was purchased, and still were so; judgment.—BEREWYK. The king has ordered his sheriff not to intermeddle further.—*Mutteford.* As the king was seised on the day when the writ was purchased, and as Ralph cannot say that we have ever been seised since, judgment &c.—*Wescote.* The tenements were leased by you to the Earl of Cornwall for the term of his life, and the reversion remained with you; therefore it is for you, as the person to whom the reversion belongs, to shew that you were not seised after the Earl's death: you are sufficiently seised, seeing that no one disturbs you &c.—*Mutteford.* Then you are of opinion that if a stranger had intruded on these tenements after the Earl's death, we could have brought an assise; that is not so.—*Wescote.* Our case is not similar; but as the tenements were vacant after the Earl's death, and no one entered thereon, the freehold became united to the fee and the right, to wit, in you to whom the reversion belonged after the Earl's death.—BROMPTON and BEREWYK concurred in this opinion: and they called in the ASSISE, who said that Margery named in the writ enfeoffed her son Ralph of the aforesaid tenements, and that he was peaceably seised for fifteen days; and that afterwards Margery and F. named in the writ ejected Ralph; and that Margery remained seised for a quarter of a year, and afterwards enfeoffed Roger de Ingepenne and C. his wife, who were seised for three years: that Roger was indebted to the earl,

teccion est attorne en mesme le play, la proteccion ne tendra nul leu; et ideo cave &c. A.D. 1302.

§ Rauf de Arundel porta une assise de Novele Disseisine vers Roger de Ingepenne e C. sa femme, e P. Metters, e plussours autres. Roger e C. sa femme viendrent par baillif e respundirent par *Mutteford* qe assise ne devoit estre, qe les tenementz furent en la main le Roi le jour del bref purchace, e uncore sunt; jugement &c.—BEREWYK. Le Roi ad mande a sun vicomte qe il ne se entremeist mes.—*Mutteford.* E de pus qe le Roi fust seisi le jour del bref purchace, e il ne puet dire qe nous fumes onqes pus seisi, jugement &c.—*Wescote.* Les tenementz furent lessez par vous al Count de Cornewaille a terme de sa vie, e la reversion fust a vous; dount en vous remeint qe vous nestes seisi apres la mort le count, come celui a qi la reversion apent; qar assez estes vous seisi, de pus qe nul vous destourbe &c.—*Mutteford.* Dont par vous si un estraunge se ust abatu en ces tenementz apres la mort le count, nous puissoms aver use lassise; quod falsum est.—*Wescote.* Nous ne sumes nent en le cas; mes de pus qe les tenementz furent voides apres la mort le count, issi qe nul home ny entra, le franc-tenement resaillist meyntenant al fee e al dreit, nomement a vous a qi la reversion fust apres la mort le Count: huic rationi concordarunt BEREWIK e BROMPTON. E fesseient demaunder LASSISE, la quele dist qe Margerie qest nome en bref enfeffa Rauf sun fiz de les tenementz avantdiz, e il seisi fust XV. jours pesiblement; pus apres Margerie e F., qe sunt nomez en le bref, enjetterent Rauf, e Margerie demora seisi un quarter de un an, e pus feffa Roger de Ingepenne e C. sa femme; il furent seisiz treis ans: Roger fust en Novelle disseisine.

A.D. 1302. and granted the manor to the earl for the term of his life: that the earl being seised granted the said manor to his brother Sir Walter, and that he was seised in the earl's lifetime.—BEREWYK. Then do you say that Ralph was seised and disseised &c.?—THE ASSISE. Yes sir.—BROMPTON. Who has been seised since the death of the earl?—THE ASSISE. When the earl died his brother Walter was tenant; immediately after the earl's death he quitted the land and lived elsewhere; and the land has ever since lain vacant, no man intermeddling therewith.—BROMPTON. Now tell us the damages, the land is worth by the year seven pounds.—BROMPTON. How long did the earl hold the land?—THE ASSISE. Sir Walter held the land in the earl's name for eight years.—BROMPTON. Ten years.—THE ASSISE. There are two years since the earl's death; ought we not to give damages for that time. —BROMPTON. No, for no one intermeddled with the tenements.—THE ASSISE. Then we say that the damages amount to eighty-four pounds.—BROMPTON rehearsed the proceedings word for word as above in the verdict of the Assise; wherefore the Court adjudged that Ralph should recover his seisin and his damages; and that Margery and F. should be in mercy; and that Ralph should be in mercy for his false plaint as regards Roger and C. his wife &c.

§ Walter Tremeor brought an assise of "novel disseisin" against Ede Secheville and William Trewaylle, and complained of being disseised of certain tenements in C.—*Westcote.* Walter brings this assise wrongly, for he was never so seised of these tenements that he could be disseised of them.—*Mutteford.* You cannot urge that, for you yourself heretofore brought an assise of Mordancester against the said Walter before these Justices, stating him in your writ to be tenant of the freehold; in which assise he by

la dette le conte, e graunta le maner al count tote sa vie: le count seisi graunta mesme le maner a sun frere Sire Wauter, e il fust seisi en la vie le count.—BEREWYK. Donqe dite vous qe Rauf fust seisi e disseisi &c.—LASSISE. Sire, oil.—BROMPTONE. Qi ad este seisi pus la mort le count?—LASSISE. Al tenps quant le count morust, Wauter sun frere tenant; meyntenant apres la mort le count il lessa la terre, e demora aillours; e la terre tut foiz pus ad geu freische, issi qe nul home de ceo entremist.—BROMPTONE.[1] Ore enparlez en droit des damages, la terre valt par an vii. livres.—BROMPTONE. Com bien tyent le count la terre.—LASSISE. Sire Wauter tyent la terre en noun le count viii. anz.—BROMPTONE. Ces sunt x. anz.—LASSISE. El y ont deus anz pus qe le count morust; devoms point parler des damages en droit de ceo tenps. BROMPTONE. Navil; qe nul home se entre mist en ceux tenementz.—LASSISE. Donqes dioms qe les damages amontent quatre-vint livres e quatre.—BROMPTONE rehersa le proces chescone parole, ut supra in veredicto assise; par quei agarde la Court qe Rauf rescovere sa seisine e ces damages; e Margerie e F. en la mercy; e Rauf en la mercy pur sa faux pleinte endreit de Roger e C. sa femme, &c., &c. A.D. 1302.

§ Wauter Tremeor porta une assise de Novele Disseisine vers Ede Secheville e William Trewaylle, e se pleint estre disseisi de certeinz tenementz en C.—*Westcote.* Atort porte Wautier ceste assise, qil ne fust unques seisi de ces tenementz issi qil poeit estre disseisi.—*Mutteford.* Ceo ne poez vous dire; mesmes altrefoiz portastes une assise de mordauncestre vers mesme cestui Wauter devant ceux justices, e le supposastes par vostre bref estre tenaunt du fraunc- Novelle disseisine.

[1] This perhaps should be BEREWYK; unless (as is probable) the Assise made the statement of the yearly value.

A.D. 1302. judgment retained the tenements as tenant: judgment if by reason of such your admission you can now say that he was never seised &c. — BEREWYK. Do you not yourself bring the assise; will you have an assise or not? — *Mutteford.* I will fix him with being a disseisor by his own admission, without a verdict of the Assise. — *Wescote.* William, who is named as disseisor, appears here by his bailiff, and he excuses the tort which you wish to fix on William, and he says that you were never seised &c.: and Ede is ready to hear the finding of the assise. — BROMPTON. Let the Assise come. — THE ASSISE said that Thomas, who was Ede's father, borrowed of Walter four pounds at the Feast of the Purification, to be paid at Mid-Lent, and put him in seisin of this land by way of pledge; that Thomas died before the day fixed for payment; that the wardship of Ede fell to a lady who sent a servant with the four pounds to Walter on the day fixed for payment, and that because the document executed by Thomas to Walter stated that Thomas himself was to pay the money, Walter would not receive the money from the servant. — BEREWYK. As Thomas was dead, it was not good faith not to receive the money from the servant. However, Walter says that he heretofore held the tenements by a judgment in his favour; tell us by what judgment, and if an Assise decided between Ede and him. — THE ASSISE. It is true that he retained them by judgment, but not by verdict of an Assise. — *Mutteford.* We tell you that he retained them by judgment in this wise; Ede brought an assise of Mordancester on the death of Thomas his father; Walter said that Thomas had enfeoffed him of the said tenements; Ede admitted the feoffment, and said that it ought not to prejudice him, because, at the time when the feoffment was made, Walter held the tenements for a term of years, wherefore &c.; and Walter prayed judg-

tenement, ou il retient par jugement ces tenementz A.D. 1302.
com tenaunt ; jugement de vostre conissance si vous puissez ore dire kil ne fust unkes seisi &c.—Berewyk. Ne portez vous meismes lassise ; volez lassise ou noun ?—*Mutteford.* Jeo le voille atteindre disseisour de sa conissance, sanz verdist de assise.—*Wescote.* Veez icy Willem qest nome disseisour par baillif, e escuse le tort qe vous mettez sur Willem, e dist qe vous ne fustes onqes seisi &c. : et Ede est prest de oier la resconissance de lassise.—Brompton. Viegne lassise : la quele dist qe Thomas pere Ede enprompta de Wauter quatre livres a la Purification, a paier al demi karem, e le mist en seisine de ceste terre en noun de gage ; Thomas morust avant le jour ; Ede cheit en la garde une dame, la quele vient e manda un valett ove les quatre livres, al jour de la paie a Wauter ; e pur ceo qe en lescrit qe fust fet entre Wauter e Thomas, fust contenu qe Thomas mesme deust paier les deniers, Wauter ne voleit nent resceivere les deniers del valet. —Berewyk. Ore ne fust pas bone fey, de pus qe Thomas fust mort, qil ne resceut les deniers del valett ; mes Wauter dist quil retient autrefoiz les tenementz par jugement ; dites nous par quel jugement, e si nulle assise passe entre Ede e luy.—Lassise. Veirs est quil retient par jugement, mes ceo fust sanz veredist del assise.—*Mutteford.* Nous vous dioms quil retient par tel jugement ; Ede porta lassise de mordauncestre de la mort Thomas sun pere ; Wauter dist qe Thomas luy avoit feffe de mesme les tenementz ; Ede conussoit le feffement, e dist qe ceo ne luy devoit nure, qe al tenps quant le feffement fust fet, Wauter tientles tenementz a terme dis anz, par quei &c. ; e

A.D. 1302. ment of his admission; whereupon judgment was given that Walter should retain; and so &c.; and inasmuch as that judgment stood good, we pray judgment if you ought upon the present verdict to give judgment. —BROMPTON. Because you are plaintiff, and ought to have sued out the record in your own favour, and have not done so, therefore we say to the tenant, Adieu without day.—*Mutteford.* We pray that this matter may be removed into Banc.—BROMPTON. Sue out the record, and be better advised.—Quære the truth &c.

§ Sheweth to you William, Prior of Budlegh, who is here, that the Bishop of Worcester, who is there, has tortiously incumbered his church of St. James; and tortiously for this, that whereas he, William, presented his clerk, named Robert, to the said church, the presentation thereto belonging to him in right of his church of St. James of Audeley, he (the Bishop) refused him tortiously; and tortiously for this, that it pertains to him (William) to present, by reason that one Geoffrey, his predecessor, presented his clerk, named O. de E., and that such presentee was received and instituted by the bishop, in time of peace, in the time of the present king &c.; which clerk died parson imparsonee, on the Friday next after Easter-day in the twentieth year of the king, at London &c.; by whose death the church became vacant; on which avoidance the said prior presented his clerk, named Robert de C., on the Monday next after the Feast of St. Peter ad Vincula, in the same year, before the six month's had expired; which Robert took his letter of presentation to the bishop, at his manor of C., and handed the letter to him in the presence of A., B., C. &c.; that the bishop refused that presentation within the six months, and incumbered the said church with P. de M. &c., tortiously and to the disinheritance of his (the prior's) church of St. James of Audeley, and

Wauter demaunda jugement de sa conissance ; par quei jugement se fist qe Wauter retensit, e issi &c. ; e de pus qe teu jugement estut en sa force, jugement si vous devez suz ceo verdist nul jugement rendre.—Bromptoun. E pur ceo qe vous estes pleintif, e duissez aver suy le record en vostre avantage demeyne, la quele chose vous navez mie fet, alez vous a deu tenant sanz jour.—*Mutteford.* Nous prioms estre ajorne en Bank.—Brompton. Suiez autrefoiz record, e seez meuz avise.—De veritate quere &c. A.D. 1302.

§ Ceo vous moustre Willem Priour de Budeleygh qe ci est, qe levescke de Wyrcestre qe la est, atort ad encombre sa eglise de Seint Jake ; e pur ceo atort, qe la ou il presenta un seon clerk, Robert par noun, a cele eglise qi presentement a luy apent, com de dreit de sa eglise de Seint Jake de Audele, le quel il refussa a tort ; e pur ceo atort, qe a lui apent a presenter, par la reson qe un Geoffrey, jadis sun predecessor, presenta un soen clerk, O. de E. par noun, qe sun presentement fust receu, e institut de eveske, en tenps de pees, en tenps nostre seignor le roi, Edoard qe ore est &c. ; le quel clerk morust persone enparsonee le Vendirdi prochein apres la Pasche Flory, lan du regne le Roi E. xx., a Londres &c., par qi mort la eglise se voida ; par quele voidance, mesme cestui Priour presenta un seon clerk, R. de C. par noun, le Lundy prochein apres la feste Seint Père ad Vincula en meisme lan, avant les seis moys passez ; le quel Robert porta la lettre de presentement al eveske, a sun maner de C., e lui bailla ceste lettre en la presence A., B., C. &c. ; dount il refussa cel presentement de denz les seis moys, e lavantdit eglise encombra de un P, de M. &c., atort, e a la desheritance de sa eglise de Seint Jake de Audele, e a ces damages de tant : sil voet Quare incumbravit.

A.D. 1302. to his damage, amounting to &c.: and if he will &c. —*Warr.* (for the bishop) denied tort and force, and said that the prior ought not to be answered in this Court nor elsewhere, because he is excommunicated; and in that respect he put forward the bishop's letter which showed as much, in which letter were contained two words Emy[1] "We have seen by the rolls of the "Archdeacon of Worcester, that the prior of Audeley is "excommunicated &c."—*Sutton.* He can not by this letter show that we are not to be answered; because this letter is only worth what the archdeacon's letter would be worth; for this letter proceeds and takes its origin from the archdeacon's letter, whose orders are not admissible in this Court; wherefore the Court cannot be certified without the order of the bishop of the diocese; and we pray judgment. — *Herteford.* If bastardy were alleged in this Court, and then the party were ordered to sue out a writ to the bishop to certify the Court of the bastardy, and the archdeacon were to send his letter to certify the Court, I do not think that such a missive would be receivable without some other certificate from the bishop; no more in this case; and therefore it is necessary that if a letter be sent to any one by the Court concerning a parson, or in any other matter, he himself shall make the return, or it will not be allowed, &c.— METHINGHAM. If the bishop himself had sent a missive or testified that he was excommunicated, that would not prejudice the prior, as by making him not to be answered, inasmuch as he (the bishop) is himself a party; for if otherwise, it would follow that by his own malice he could gain an advantage; therefore the bishop in sending the missive would not be in a worse condition than the archdeacon; but the certificate of the bishop would not be prejudical to the prior, for he (the bishop) is his opponent; much less should

[1] The meaning of this word is not apparent.

&c.—*Warr.* (pur leveske) defendi tort e force, e dist, A.D. 1302.
qil ne devereit estre respundu en ceste court, ne aillors, par la reson qil est escomenge ; e de ceo mustra avant la lettre leveske, qe ceo testmoingna, en la quele lettre furent contenuz deus paroles Emy " inspeximus per rotulos archidiaconi Wigorniensis " priorem de Audele esse excommunicatum " &c.—*Sutton.* Par ceste lettre ne puet il prover nostre persone non-responable, par la reson qe ceste lettre amounte a nent plus fors qe autaunt qe la lettre lercedekene seroit, la quele lettre est issant e prent sa nessance de la lettre lercedekene, qi comandement nest mie de ceste cort rescevable ; par quei la court ne puet estre certefie sanz comandement levescke du leu ; e demaundoms jugement.—*Herteford.* Si bastardie fust alegge en ceste court, e pus comande a la partie quil suissit bref al evescke pur certefier la court de cele bastardie, e lercedekene envoiast sa lettre pur certefier la court, jeo nentenke mie qe tele mandement sereit resceivable sanz autre testmoignance de levescke ; nent plus par de cea ; e pur ceo, covent qe si lettre soit mande a ascon par la court de ascoun persone, ou en altre chose, il meisme remandra ou il ne serra mie alowe &c. —Methingham. Si levescke memes ust' mande ou testmoigne qil eust este escomenge, ceo ne serreit mie prejudiciel al Priour, qil ne serreit responable, par la reson qil est meisme partie ; car issi ensuereit qe de sa malice demeyne si avereit il avantage ; dount de pire condicoun ne sereit mie leveske en sun mandement qe ne serreit lercedeken ; mes la testmoignance leveske[1] ne seroit mi grevance au priour, pur ceo qil est meisme encontre luy ; de mult plus fort ne

[1] lercedekene, MS.

A.D. 1302. the letter of the archdeacon be prejudicial, being drawn up by order of the bishop, whose servant he is.—Wherefore it was adjudged that the prior should be answered.—*Warr* asked if he adopted the count, and if it was avowed.—*Sutton* said, Yes.—*Warr.* He ought not to be answered on this count, because this is a judicial writ, and ought to be substantiated, and ought to be founded on some preceding writ; and inasmuch as you have not counted that you recovered this advowson by any other preceding writ, we pray judgment &c.: on the other hand where a man has proved his right to an advowson or presentation by judgment of the Court, and has had a writ to the bishop "non obstante reclamatione" &c., and then is disturbed by the bishop in that case the writ "quare non admisit" lies, and not this writ; and we pray judgment.—*Gossefeld* (ad idem). The Statute says that there are only three writs for recovering the advowson of a church, namely, one writ of right, and two of possession; and inasmuch as his remedy in the case of his being deforced is made certain and is limited by the statute, we do not understand that he can have any other writ but one specified in the statute.—*Sutton* replied to *Warr's* reason, and denied his axiom, and said, This is an original writ out of the Chancery; and as he may proceed in several ways, either against the patron or against the ordinary, and we will aver that he disturbs us in his character of ordinary, and not as patron, therefore our writ well lies against him; and we pray judgment &c.—*Warr.* And we pray judgment, since you have admitted that he disturbs you in his capacity of ordinary, whereof you have made no mention in your count, if you ought to be answered.—A day was given, viz., until the morrow: on which day *Warr* said, He ought not to be answered on this count, because he states in his count,

seroit mie la lettre lercedekene, la quele puet estre A.D. 1302.
ordine a la volonte leveske, pur ceo qil est sun sugget; par quei fust agarde qil fust responable.—*Warr* demaunda sil voleit le count, e sil fust avowe.—*Sutton* dist qe oil.—*Warr.* A ceste counte ne deit il estre respundu, par la reson qe ceo est un bref de jugement, e deit estre afferme, e prendra sa nessance de ascon bref precedent; e desicom vous navez mie conte qe vous recoverastes cele avoeson par nul autre bref precedent, demaundoms jugement &c.: dautre part, la ou home ad dereigne avoeson ou presentement par jugement de la court, e en bref al evescke "non obstante "la reclamation &c.," e pus soit destourbe par le evescke, la gist le bref "quare non admisit," e ne mie cestui bref; e demaundoms jugement.—*Gossefeld* (ad idem). Nous avoms par statut,[1] qil ne sunt fors qe treis brefs a rescoverer avoeson de eglise; ceo est saver, un bref de droit, e deus de possession; e desicom sun remedie est par la ou il est deforce en certein, e limite par statut, nentendoms mie qe par autre bref qe ne soit en la statut contenu puisse estre aide.—*Sutton* respundi a la resoun *Warr*, e denya sa maxime, e dist qe ceo fust un bref original en la chancelerie, e par la ou il puet aver plussors veies, ou come patron, ou com ordinaire, e nous voloms averer qe nous destourbe come ordinaire, e nent com patron; par quei nostre bref gist bien vers luy; e demaundoms jugement &c.—*Warr.* E nous jugement, desicom vous avez conu qil vous ad destourbe come ordinaire, de quei vous navez nule mencion fete en count contant, si vous devez estre respundu.—Fust jor done outre dekes a lendement; a quel jor *Warr.* A ceo count ne deivent estre respundu, qar il ount suppose en contant,

[1] 13 Ed. 1. Westm. 2. c. 5.

A.D. 1302. that the right of presentation belongs to him, by reason that his predecessor presented last; and so, if he be disturbed, he ought, according to the frame of his count, to recover by writ of "darrein presente-"ment;" and thereon we pray judgment.—*Herteford.* If I recover the advowson of a church by judgment, and procure a writ to the bishop "non obstante re-"clamatione," and he refuse my clerk, and incumber the church with another clerk, I shall bring my writ of "quare incumbravit," and I do him no wrong &c. — *Warr.* Here you do, because in this case the "quare non admisit" lies. And on the other hand, they have stated that the church is incumbered to the disinheritance of the church of St. James, &c.; but it can not be to the disinheritance if he do not claim as patron; whether he claims as patron cannot be known, because he has not yet come into court to answer: therefore it must be certified if he claim as patron or ordinary &c.—*Sutton.* We have counted that they have refused our presentee, and that the right of presentation belongs to us, and that he has incumbered with his clerk within the six months, to the disinheritance &c.; and to that he answers not; and we pray judgment against him as not defending. —*Herteford.* If I present a fit clerk to a living in my gift, and the bishop appoint a day for examining him, and then delay the examination from day to day, although the clerk have sufficiently importuned him, so that the six months expire, in consequence of which he presents his own clerk and incumbers my church, why shall I not have the "quare incum-"bravit"?—*Warr.* Sir, we tell you this is a judicial writ, taking its origin from a preceding writ, although it issues out of the Chancery; and they have not counted that they have heretofore sued by any other writ, &c.; and we pray judgment, &c.—*Herteford.* You utter a contradiction in terms when you say that it is

qe a luy apent a presenter, par la reson qe sun pre- A.D. 1302.
decessor presenta drein, par quei sil soit destourbe, par la forme de sun count si deit il aver sun rescoverer par le drein present, dunt demaundoms jugement.—*Herteford.* Si jeo ei rescovere lavoeson de une eglise par jugement, e jeo ei bref al eveske non obstante reclamatione, e il refuse mon clerk, e face encombrer la eglise de un autre, jeo porteray mon bref quare incumbravit, jeo ne luy face porter de tort &c.—*Warr.* Si fetes; par quei en ceo cas si gist le quare non admisit; e daltre part, il ount conu qe la eglise est encombre a la desheritance de sa eglise de Seint Jake &c.; mes a la desheritance ne puet il estre, sil ne cleime com patron; mes sil cleyme com patron, ne puet il saver, pur ceo qil ne vient unqors en court a respundre; pur quei il puet estre certefie sil cleyme com patron ou come ordinarie &c.—*Sutton.* Nous avoms conte quil ount refusse nostre presente, e qe le presentement a nous apent, e qil ad encombre un seon clerk de denz les seis moys, a la desheritance &c., e il ne respund nent, demaundoms jugement de luy come de noun defendu.—*Herteford.* Si jeo presente un clerk covenable al eglise qest a ma doneson, e le evescke luy assist jour a prendre enqueste, e il pus apres delaie de prendre enqueste de jour en autre, quant il avera suffissantement suy, en tant qe les seis moys passent, par quei qil presente un soen clerk, e encombre ma eglise, pur quei navera jeo mie le quare incumbravit?—*Warr.* Sire, nous vous dioms qe ceo est un bref de jugement, qe prent sa nessance de altre bref precedent, tut [ist] il hors de la chancelerie, e il ne ount mie conte come avant ces houres il ount plede par nul autre bref &c., demaundoms jugement &c.—*Herteford.* Vous dites deus contraries, qe ceo est un bref de jugement

A.D. 1302. a judicial writ issuing out of the Chancery, because the "quare non admisit" is a judicial writ issuing from the rolls, and if you came to the chancellor and prayed such a writ he would not have power to grant this writ.—[*Warr.*] Then, if it be a judicial writ which sometimes issues from the rolls, yet it may issue out of the Chancery; for within the last two days I have seen a case where a "Reprise" [Recapias?] issued out of the Chancery, and that is sometimes a judicial writ; likewise in this case, although it be sometimes an original writ, yet it may be a judicial writ.—*Herteford.* I think that the "quare incumbravit" and the "quare non admisit" were invented before the Chancery was known; and we ought to follow the law as hitherto settled rather than the practice and law which one may have seen within the last two days &c.; therefore if you have nothing else to say we will enter your answer and abide judgment.—*Warr.* Sir, we tell you that the said prior heretofore brought an assise of "darrein presentement" against the bishop before Sir H. de Cave and his companions, by which assise he recovered the presentation against the bishop by judgment; therefore he can have his recovery by the "quare non admisit" which would naturally follow on a judgment still in force; so we do not see that he ought to be answered on this writ.—*Sutton.* Where, when, and before whom?—*Warr.* You are sufficiently informed.—*Sutton.* We think that the writ ought to avail us, by reason that where one has several ways &c.; and as the "quare non admisit" and the "quare incumbravit" are to the same effect, and have the same result, and we took the "quare incumbravit" as the one most fitting for our purpose, therefore we pray judgment &c.—*Gossefeld.* When he says that the two writs have the same result, he says what he wishes; the "quare non admisit" shall conclude with damage, and the other will not; wherefore &c.—*Warr.* Prove that you can choose which you best like.

qe ist hors de la chancelerie, par la reson qe le quare non admisit si est un bref de jugement qe ist hors des roules, e si vous venissez a la chancelerie e luy priastes un tiel bref, il navereit mie poer de ceo bref graunter.—[*Warr.*[1]] Dount sil soit bref de jugement qe a la foiz ist des roulles, uncore puet il issir hors de la chancelerie; qe jeo vy denz ces deus jors ou reprise issit hors de la chancelerie qe a la foiz est un bref de jugement; autresi par de ceo, tut soit il a la foiz bref original, uncore puet il estre bref de jugement.—*Herteford.* Jeo entenke qe le quare incumbravit e le quare non admisit si furent trovez einz ce qe vous connissez la chancelerie, e de plus tost devom nous user la ley qe avant ces houres ad este use, qe nous ne devoms le usage e la ley qe home troeve denz ces deus jors &c.; dount si vous ne voillez altre chose dire nous entroms vos respons e attendez vos jugement.—*Warr.* Sire, nous vous dioms qe avant ces houres si porta mesme cestui prior une assise de drein presentement vers leveske devant Sir H. de Cave e ces compaignons, par quele assise il rescovery le presentement vers levesqe par jugement; dount il puet aver sun rescoverir de quare non admisit qe naturelement issireit hors de jugement qe uncore estoit en sa nature, par ount nous entendoms mie qe par cestui bref devez estre respondu. —*Sutton.* Ou e quant e devant qi?—*Warr.* Assez estes vous mis en certein.—*Sutton.* Nous entendoms qe ceo nous deit valer, par la reson qe la ou home ad plusors voies &c.; e desicom le quare non admisit e quare incumbravit se entendent a un effecte, e prenent un issue, e nous sumes al quare incumbravit come a cele voye qe plus valt, par quei nous demaundoms jugement &c. — *Gossefeld.* Par la ou il dist qe les deus brefs prenent un issue, il dit sun talent; e qe le quare non admisit sera termine par my damage, e si ne voet mie lautre, dount &c.—*Warr.* Provez ceo qe

A.D. 1302.

Nota par Herteford. Geoffrey.

[1] The interpolation of *Warr's* name seems requisite.

A.D. 1302. *Sutton.* If my father, whose heir I am, die seised of a tenement, and I after his death be deforced, I can have either a writ of Right or a writ of Mordancester: so in this case &c.—*Est.* When we brought the "darrein pre-"sentement" against him as our deforceant, he then claimed nothing except as ordinary; so, inasmuch as the "quare incumbravit" naturally lies against the ordinary, we pray judgment if we ought not to be answered.—*Warr.* We do not think that this writ lies except there be a previous plea between several other persons, and pending the plea between the ordinary incumbers the church; and this they can not say &c.: on the other hand, even if the writ do lie in this case, yet they ought not to be answered upon it in this form.—*Herteford.* You allege that the former plea was not between several persons; for some people think that when the plea is between several persons who imagine that the bishop desires to present his own clerk to the church, and one of them sues out a prohibition to the bishop forbidding him to present any one to the church, during the suit &c., and he afterwards presents, in such case this writ well lies &c.—*Sutton.* He incumbered the church before we brought the writ of "darrein presentement;" and we pray judgment &c.—*Warr.* If you adjudge that the writ lies in this case, and that it is in good form, &c. —It was adjudged that the writ was good and in good form.—*Warr.* The church was not incumbered within the six months, ready &c.—And the other side said the contrary &c.

§ One J. brought a writ of "quo jure" against H. de E. and Richard de E. and others for five hundred acres of moor.—*Hegham.* J. has brought here a writ of "quo jure" against H. and R. and the others, to summon them to come into court to show by what right they claim to have common of pasture in five

vous poez elyre ceo qe meuz volez.—*Sutton.* Si mon pere, qi heir jeo suis, devie seisi de un tenement, e sey pus deforce apres sa mort, list a moy de prendre bref de dreit apres sa mort ou bref de mordauncestre; auxi par de cea &c.—*Est.* Quant nous portoms le drein presente vers luy come vers nostre deforceor, il ne clama rien a tel houre si noun come ordinaire; dount demaundoms jugement, desicom le quare incumbravit naturelement gist vers le ordinaire, si nous ne devoms estre respundu.—*Warr.* Nous entendoms mie qe cestui bref gise si noun par la ou play avera este precedent entre autres divers persones, e pendant le play entre eux le ordinaire encombre la eglise, e ceo ne pount il mie dire &c.: e dautre parte, tut soit il issint qe tel bref gise en ceo cas, uncore ne deivent il mie en la forme a cestui estre respundu.—*Herteford.* Vous chargez mult ceo qe le play avant ces houres ne fust entre divers persones; pur ceo qe ascone gent entendent qe quant le play est entre divers persones e quident qe levescke voleit sun clerk a cele eglise presenter, e le un de eux porte la prohibicion al eveske e luy defende qil ne presente nul home a cele eglise pendant le play &c., e il pus apres face sun presentement, la gist bien cestui bref &c.—*Sutton.* Il encombra la eglise einz ceo qe nous portames lassise de drein presentement; e demaundoms jugement &c.—*Warr.* Si vous agardez qe le bref igise en le cas e qe soit de bone forme &c.—Fust agarde pur bon e de bone forme.—*Warr.* Qe la eglise ne fust nent encombre dedenz les seis moys, prest &c.—Et alii e contra &c. A.D. 1302.

§ Un J. porta bref de Quo Jure vers H. de E. e Richard de E. e altres de cink cents acres de more.—*Hegham.* J. ad porte cienz un bref de quo jure vers H. e R. les autres, a somondre les qe eux veignent en court a monstrer par quel dreit il cleyment aver comune de pasture en cink cents acres de more, desicom Quo jure.

A.D. 1302. hundred acres of moor, inasmuch as they do not have common in the land, nor do any serviees to him which give them a right to common on his land.—*Bere* denied tort and force &c., Sir, he supposes by his writ that they hold land in common, and that what they claim is common appurtenant, whereas each one knows his own several portion; and we pray judgment.—BROMPTON. They may hold the common of pasture in common, although it may be that each knows his own several portion of the land.—*Hegham.* Whether our writ be of trespass or of right we know not, until you have answered.—*Gossefeld* denied tort and force &c., Sir, we tell you that he ought not to be answered, for he is a stranger purchaser, and we were seised of this common as appurtenant to our free-hold, before John had any land in the town of P.—*Hegham.* Sir, our writ is a writ of right, and they only allege a possession which may as likely be tortious as rightful; so we think that they have not sufficiently answered.—BROMPTON. Plead against them as to the right.—*Hegham.* Sir, they wrongfully demand the common in five hundred acres of moor, and wrongfully for this, that it is our right, whereof J. himself was seised as of his separate property, as of fee and of right, without Henry or the others having common, in time of peace, in the time of King Henry, took the esplees, as in using the herbage and feeding his beasts, to the value of half a mark and more, as of fee and of right, and as his separate property without Henry or the others having common; [and if they &c.] he has good suit and proof.—*Gossefeld* denied tort and force &c., and denied outright the right of J. and his seisin, as of fee and of right, to have the said moor as his separate property without Henry having common there, and puts himself on God and the Great Assise &c., whether he has better right to have common as he has common, or John to have the moor in severalty as he demands

eux ne comunent en lour tere, ne eux a luy services ne font par quei comune aver deivent en sa tere.—*Bere* defendi tort e force &c., Sire, il suppose par sun bref qil teignent tere en comune, e la quele il cleime estre comune appurtenant, par la ou chescon set sun several ; e demaundom jugement.—BROMPTON. Il pount tenir la comune de pasture in comune, tut soit ceo issint qe chescon set sun several de la tere.—*Hegham.* Lequel nostre bref soit de trespas ou de droit, nous ne savoms avant ceo qe vous eez respondue. — *Gossefeld* defendi tort e force &c., Sire, nous vous dioms qil ne deit estre respundu pur ceo qil est estraunge purchassour, e nous sumes seisi de cele comune appartenent a nostre franc tenement avant qe Johan rien oust de la ville P.—*Hegham.* Sire, nostre bref est de droit, e il ne ount alegge fors qe une possession qe si bien puet estre tortenouse come dreiturale, dount nous entendoms qil ne ount mie respondu assez.—BROMPTON. Pledez vers eux en le droit. — *Hegham.* Sire, atort demaundent il comune en nos cink cent acres de more, e pur ceo atort qe ceo est nostre droit, dount J. mesme fust seisi come de sun several, sanz ceo qe Henri ou les autres ussent comune, come de fee e de droit, en tenps de pees le Roi Henri, les esples enprist, come en lowage de herbage, en pessant ces avers, montant a demi mark e a plus, come de fee e de droit, e en sun several sans ceo qe Henri e les autres ne ayent comune, il en ad suite bone e dreigne.—*Gossefeld* defendi tort e force &c., e le droit J. e sa seisine tut outre come de fee e de droit daver tele more several, sanz ceo qe Henri ne comune, e se mette en Dieu e en la graunt assise &c., le quel il ad meaur droit a comuner sicom il comune, ou Jon daver les en several sicom il demaunde sanz A.D. 1302.

A.D. 1302. without Henry having common together with him in the five hundred acres of moor &c.

§ John Dot brought his "quare ejecit" against Solomon Drok, and said that whereas he had half an acre of land on lease from Robert Idman for the term of three years, of which half acre he was seised by virtue of the lease of the said Robert from such a day to such a day, Robert within the term sold the said land to Solomon, and, in consequence of the sale, Solomon ejected him (John) tortiously and to his damage &c.—*Bere.* He ought not to be answered; for we tell you that it can not be denied that Robert leased his land to John for a term, within which term Robert enfeoffed Solomon; but we tell you that Robert made an arrangement with John, so that nothing remains of his term.—*Conhulle.* They have admitted the term and the ejectment; and they allege an arrangement made with John, but produce nothing to show it, and we pray judgment. On the other hand, we complain that Solomon ejected us, for Robert did us no wrong; if Robert had ousted us we should have recovered by writ of covenant; wherefore it seems to us, that they do not answer.—*Cave.* If you recover your damages against Solomon by this writ, and you hereafter bring your writ of covenant against Robert, and he answer that Solomon has on behalf of Robert made satisfaction for the term, can you again have your recovery against him? certainly not: so in this case, if Robert has made you satisfaction, do you wish to recover against Solomon for the same thing?—*Colhulle.* What have they to show in that behalf.—*Bere.* Ready &c.—*Mareys.* Solomon cannot be in a better condition to allege the satisfaction made by Robert than Robert himself would be; but if we brought our writ of covenant against Robert and he should allege the satisfaction in opposition to

ceo qe Henri ne comune oveske luy en les cink cent acres de more &c. A.D. 1302.

§ Johan Dot porta sun Quare ejecit vers Salamon Drok, e dist qe la ou il avoit demi acre de tere del lees Robert Idman a terme de treis anz, de quel demeye acre de tere il fust seisi par le lees le avandit Robert de tel jour deqes a tiel jour, de denz quel terme Robert cele tere vendy a Salamon, par enchcson de quele vente Salamon luy enjetta atort e a ces damage &c.—*Bere.* Il ne deit estre respundu, qe nous vous dioms qil ne puet estre dedit qe Robert ne lessa sa tere a terme a Johan, de denz quel terme Robert enfeffa Salamon; mes nous vous dioms qe Robert fist gre a Johan, issi qe rien ne luy est arere du terme. —*Conhulle.* Il ount conu le terme, e il ount conu lenjettement, e alleggent gre fet a Johan; e rien ne ount de ceo; e demaundom jugement; dautreparte, nous pleignons de ceo qe Salamon nous engetta, pur ceo qe Robert ne fist nul tort, qe si Robert nous eust oste, nous avoms rescoverir par bref de covenant; par quei nous semble qil ne responent nent.—*Cave.* Si vous rescoverez vos damages par cestui bref vers Salamon, altrefoiz porterez vostre bref de covenant vers Robert, e il vous respund qe Salamon ad fet gre pur Robert del terme, poez autrefoiz avoir vostre rescoverir vers luy? noun: auxi par de cea, si Robert vous ad fet vostre gre, volez vous autre rescoverir vers Salamon aver de mesme chose.— *Colhulle.* Quei ount il de ceo. —*Bere.* Prest &c.—*Mareys.* De meillour condicion ne puet Salamon estre de alegger le gre fet par Robert qe ne sereit Robert mesmes; mes si nous portassoms nostre bref de covenant vers Robert, e il allegast gree Quare ejecit.

A.D. 1302. our claim, his averment in opposition to our covenant would not be received unless he showed some specialty in support of it; and since Robert would not be received &c., there is no reason that Solomon should be permitted to allege satisfaction made by Robert unless he show some specialty evidencing the satisfaction.—THE JUSTICE. Did he make satisfaction or not?—*Mareys.* No satisfaction was made &c.—And the others averred the contrary.—THE INQUEST came and said that Robert made no satisfaction to John. Wherefore John recovered his damages, and Solomon was in mercy &c.

§ Showeth to you Robert de Weytone who is here, that Robert de Somerville and Juliana his wife who are there, tortiously do not permit reasonable boundaries to be made between the land of the said Robert de Weytoun in Weytone and the lands of the said Robert de Somerville and Juliana in Weytone, as they ought and have been accustomed to be, and tortiously for this, that whereas the reasonable and right boundaries have used to commence at the Horecross on the west, and extend as far as the spring of water on the east &c., the said Robert and Juliana have tortiously drawn to themselves into their fee, beyond those boundaries, a hundred acres of land, a hundred acres of pasture, and four hundred acres of wood; and tortiously for this, that they are the right and the heritage of the said Robert de Weytone, whereof his ancestor named John was seised in his demesne as of fee and of right, in time of peace, in the time of King John, &c.; took the esplees &c., amounting &c. as of fee and of right, in the time of peace, in the time of King John &c.: from John the fee and the right descended to R, from R. to J., from J. to W., from W. to Robert the present demandant: and that such is the right of Robert de Weytone to hold

fet contre nous, il ne seroit mie receu al averement contre nostre covenant sanz ceo qil ne moustrat especialte qe cel temoignast; e de pus qe Robert ne sereit mie receu &c., reson ne donne mie qe S. sereit receu de allegger gre par Robert sanz ceo qil ne moustrat especialte qe temoignast le gre.—JUSTICE. Ad il gre fet ou noun.—*Mareys.* Nul gre fet &c.—Et alii in contrarium : ideo inquiratur. — LENQUESTE vient e dist qe Robert ne fist nul gre a Johan; par quei Johan rescovera ces damages, e Salamon en la mercy &c. A.D. 1302.

§ Ceo vous moustre Robert de Weytone qe ci est, qe Robert de Somerville e Juliane sa femme qe illokes sunt, atort ne soeffrent renables devises estre fetes entre la tere mesme cestui Robert de Weytone en Weytone e les teres memes ceux Robert de Somerville e Juliane en Weytone, come estre deyvent e soleint; e pur ceo atort, qe la ou les renables e droiturels devises soleint estre comensant al horecros an le west jekes al ewe de font en leste &c., la ount mesmes ceux Robert e Juliane atret a eux vers lour fee outre celes devises cent acres de tere, cent acres de pasture, e quatre cent acres de boys atort; e pur ceo atort, qe ceo est le droit e le heritage mesme cestui Robert de Weytone, e dount un sun auncestre, Johan par noun, fust seisi en sun demesne come de fee e de droit, en tenps de pees, en tenps le Roi Johan &c., les esples enprist &c., montant &c., com de fee e de droit, en tenps de pees, en tenps le Roi Johan, &c.; de Johan descendi le fee e le droit a R., de R. a J., de J. a W., de W. a Robert qe ore demaunde; e qe tiel soit le droit Robert de Weytone a tener cent De rationabilibus divisis.

A.D. 1302. a hundred acres of land &c. as belonging to his fee of Weytone, by the divisions and boundaries aforesaid, Robert de Weytone has good suit and proof. — *Warr.* Within the bounds of those divisions the abbot of N. holds thirty acres of land in right of his church, and he is not named in this writ; and we pray judgment &c. —*Herteford.* The writ "de rationabilibus divisis" lies between the lords of towns, and you have encroached, and the abbot is only a tenant; and we pray judgment.—*Warr.* Whether the abbot be lord or tenant, at least you think by this writ to recover a freehold, namely, as much as is withdrawn from the boundaries, and we have told you that the abbot holds thirty acres; so we pray judgment if you can recover against the freehold of the abbot without the abbot being named in the writ or called into Court.—*Herdwyntoun.* If the boundaries were made between us by a tenant, the abbot would not lose his tenancy, but would hold afterwards as before, until we shall have brought our writ; for after [the making of] the boundaries between us, we shall, by writ of Right, dereign against them the tenement out of the boundaries: for that is the legal course of procedure.—*Warr.* We hold the tenement in parcenery with such an one, without whom we cannot assent to the boundaries being made; therefore we pray aid.—And it was adjudged that he should have the aid.

§ A. brought a writ "de rationabili parte" against B. in respect of the heritage of one Eve their common ancestor; and said that from Eve the fee resorted to Cecily and Beatrice as cousins, being sisters of Thomas great-grandfather of Eve; and great-grandfather in this way, to wit, from Thomas came Sydonia, from Sydonia Thomas, from Thomas Eve of whose seisin we demand.—*Kingesham.* The tenements were given to Sydonia in frank-marriage, and we pray judgment if you can demand anything, as she died without

acres de tere &c. vers sun fee de Weytoun par les devises e les boundes avantdiz, Robert de Weytone en ad suite e dreigne bone.—*Warr.* De denz les boundes de celes devises labbe de N. entient xxx. acres de tere come le droit de sa eglise, e nent nome en cestui bref, e demaundoms jugement &c.—*Herteford.* Le bref de renables devises gist entre seignurs de villes, e vous avez fet lattraction, e labbe nest fors qe tenant, e demaundoms vos jugement.—*Warr.* Lequel qe labbe soit seignour ou tenant, au meinz vous byez rescoverer par cesti bref fraunc-tenement, e nomement tant com est atret outre les devises; e nous vous avoms dist qe labbe entient xxx. acres, dount nous demaundoms judgment si vous poez rescoverer vers le fraunc-tenement labbe sanz ceo qe labbe ne soit nome en le bref ou apele en Court. —*Herdwyntoun.* Me qe les devises furent fetes entre nous par tenant, ne perdreit mie labbe sa tenance, einz tendreit apres com avant, jekes au tant qe nous averoms porte nostre bref; qar par bref de droit nous dereigneroms le tenement hors de les devises vers eux, apres les devises fetes entre nous; qar ceo est ordre de ley.—*Warr.* Nous tenoms le tenement en parcenerie ove un tiel, sanz qi nous ne poms les devises suffrir; dount nous prioms aide.—E fust agarde qil out eide. A.D. 1302.

§ A. porta bref de renable partie vers B. dil heritage qe fust a une Eve lour comune auncestre, e dist qe de Eve resorti le fee a Cecile e a Beatrice come a cosins soers Thomas besael Eve; e issi besael, de Thomas vient Sydoigne, de Sydoigne Thomas, de Thomas Eve de qi seisine nous demaundoms.—*Kingesham.* Les tenementz furent donez a Sydoigne en fraunc-mariage, e demaundoms jugement si vous puissez rien demaunder, de pus quil morust sanz issue; De renable parte.

A.D. 1302. issue; and after her death the tenements ought to revert to the donor or to the heirs of the donor in default of her issue.—*Herteford.* You entered after the death of Eve as heir, and we are as privy to her as you are, and we pray judgment.—*Beckingham.* What was the name of the person who gave these tenements in frank-marriage, and what was he?—[*Herteford.*] Sir, Thomas the great-grandfather of whom we counted gave them to his daughter Sydonia.—*Beckingham.* A. who now demands is as much heir to Thomas as you are, why should she not be answered?—*Kingesham.* Sydonia was a bastard, and a purchaser of the tenements, and you have counted through her, and we pray judgment if you can have an action.—*Herteford.* You entered by the same right as that in which we claim; and as we are issue of one sister like as you are issue of the other, we pray judgment if it lies in your mouth to give such an answer for the purpose of excluding us from our reasonable share: and on the other hand one can never bastardise a person after his death.—*Beckingham.* Where the bastard's issue dies without issue, there the bastard dies without issue; and although Sydonea had issue Thomas, and Thomas had issue Eve, yet as Eve died without heir of her body, Eve could have no heir in blood; for neither a bastard nor the issue of a bastard can have any heir other than issue; if otherwise, it must be in the collateral line, and that by resort; in which case they cannot avoid mentioning the bastard; therefore reply to the bastardy.—*The demandant.* How does he claim who alleges this exception? as privy, or as a stranger?—*Kingesham.* We claim as a stranger.—*The demandant.* We pray that this admission may be entered; and then we reply that

apres qi mort les tenementz deyvent revertir al donour ou a les heirs le donour par defaute de issue. —*Herteford.* Vous estes entre apres la mort Eve com heir, a qi nous sumes auxi prive com vous estes, e demaundoms jugement.—BOKINGHAM.[1] Coment avoit il a noun qe dona ces tenementz en fraunc-mariage, e quei fust celuy. — [*Herteford.*][2] Sire, Thomas le besael de qi nous contames le dona a Sydoigne sa fille. — BOKINGHAM.[1] A. qe ore demaunde est heir Thomas auxi come vous estes, pur quei ne deit ele estre respundu? — *Kingesham.* Sydoigne fust bastard e purchaceresse des tenementz, e vous avez conte par my luy, e demaundoms jugement si vous puissez accion avoir.— *Herteford.* Vous estes entre par mesme le droit com nous clamons, e desicom nous sumes issue de la une soere auxi com vous estes del autre, dount nous demaundoms jugement si en vostre bouche gist a doner tiel respuns a nous forclore de nostre renable partie: et dautre parte, home ne puet mie en-bastarder un home apres sa mort.—BEKINGHAM.[1] La ou le issue le bastard moert sanz issue, assez moert le bastard sanz issue; e tut fust issint qe Sydoigne avoit issue Thomas, e Thomas Eve, e Eve morust sanz heir de sun corps, uncore ne puet Eve aver nul heir de saunke; qar bastard ne issue de bastard ne puet jaimes avoir si noun en avalant; qar si ceo deust estre, il covendreit estre a parte collaterali, e ceo par resort; par ou il ne pount eschaper sil ne facent mencion del bastard; e pur ceo responez a la bastardie.—*Le demaundant.* Coment cleim celui qe alegge ceste excepcion, com prive ou come estraunge? — *Kingesham.* Nous clamons come estraunge. — *Le demaundant.* Nous prioms qe la conissance soit entre; e adonqe responom qe Sydoygne A.D. 1302.

[1] This case is in C. only. Bokingham (or Bekingham) was not one of the Justices in Eyre. The name should be probably Brompton or Berewyk.

[2] The name of the counsel seems required here.

A.D. 1302. Idonea was considered as "mulier," and this we will aver.—And the inquisition in the bastardy was taken after the death of the bastard, on this point, viz., whether he was reputed a bastard in his lifetime or not.

§ One Roger wrongfully intruded on tenements of John Prat, and afterwards obtained from the said John a charter containing a gift and a warranty; then Roger being impleaded by a stranger concerning the said tenements, vouches to warranty the said John, who, being summoned, comes and says that he ought not to warrant the tenements to him by virtue of the said charter; for he says that the said Roger never had seisin given to him, either by the said John or by his means, and this he is ready to prove.—*Sutton.* Is this your deed?—*John* said that it was, but that it ought not to prejudice him, as above.—*Sutton.* this objection would well lie in your son's mouth, but not in yours.—And so, sometimes, the deed of the father binds the father, although it may not bind the son.

fust tenu pur mulloere, e ceo nous voloms averer.—Et capta fuit inquisitio super bastardiam post mortem bastardi in isto casu, numquid habebatur pro bastarda in vita sua, necne. A.D. 1302.

§ Roger se injuste intrusit se in tenementis Johannis Prat, et postea perquisivit cartam a dicto Johanne qe proportat donacionem et warrantiam; deinde Rogerus implacitatus de dictis tenementis a quodam extraneo, vocat ad warrantiam predictum Johannem; qui, summonitus, venit et dicit quod ei warrantizare non debet per predictam cartam; quia dicit quod idem Rogerus de predictis tenementis per dictum Johannem nec per factum suum nunquam seisinam habuit, et hoc offert verificare. — *Sutton.* Est illud factum tuum.— *Johannes* dicit quod sic, sed non debet ei nocere ut prius. — *Sutton.* Ista allegatio bene jaceret in ore filii tui, non in ore tuo. — Et ita in casu factum patris ligat ipsum patrem et non filium sunm. Nota voucher.

DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI XXXI° FINIENTE, &c.

MICHAELMAS TERM AT THE END OF THE 31ST YEAR OF THE REIGN OF KING EDWARD THE FIRST &c.

A.D. 1303. § A writ of "Entre sur disseisin" was brought against a tenant who made default after appearance; whereupon came a man who said that the tenant had only a freehold for the term of his life by lease from him, and prayed &c., and he was received; and he traversed the disseisin; and on the next day he made default; therefore the Petit Cape issued; and on the day when the Petit Cape was returned, the wife of him who was received came and said that she was joint-feoffee with her husband, and thereof showed a specialty, and prayed to be received.—*Herle.* Her husband is not seised of the demesne; therefore she ought not to be received for this purpose &c. Item, there is an error, inasmuch as the Petit Cape issued last. Item, we do not [ever] see a receipt upon a receipt.—HENGHAM. Do you wish to be aided by the common law or by statute?—*Hampton.* We will imparl.—HENGHAM. Where a man and his wife plead to the country, and then when the jury should give their verdict in the presence of both, the husband absent himself by collusion, for that he does not dare await the verdict of the inquest, do you think that the statute meant that she should be received in such case? (as though intimating the negative.)—*Hampton.* He had an attorney

DE TERMINO SANCTI MICHAELIS ANNO REGNI REGIS EDWARDI TRICESIMO PRIMO FINIENTE &c.

§ Bref de entre sur dissesin fut porte vers un tenaunt qe fit defaute apres aparance; ou survynt un homme e dist qe le tenant noust forqe fraunc-tenement a terme de sa vie de soun les, e pria &c., e fut resceu, e traversa la dissesine; e al prochein jour fit defaute, dount le petit cape issit; e al jour qe le petit cape fut retourne, vint la femme meisme celuy qe fut resceu, e dist qele fut joynt feffe ov soun baroun, e de ceo moustra especialte, e pria destre resceue &c.—*Herle.* Soun baroun nest poynt sesi del demeyne; dount ele ne deit a ceo estre resceu &c. Item, il i ad errour, en taunt qe le petit cape issit drein. Item, nous ne veomz point receite sur receite. — HENGHAM. Volez estre eyde par la comune ley ou par le statut? — *Hampton.* Nous enparlerum.—HENGHAM. La ou homme e sa femme pledent al pays, e puis quant pais deit dire le verdit en presence de amedeux le baroun puis se absente par collucioun, par ceo qil nest mie ose attendre verdit de lenquest, entendez vous qe la cause de lestatut[1] fut qele seroit resceu en tiel cas? (quasi diceret quod non.) — *Hampton.* Il avoyt attourne qe

A.D. 1303.

Entre sur disseisin.

[1] 13 Ed. 1. Westm. 2. c. 3.

A.D. 1303. who was in prison, at such a place &c.; and then the woman's husband came and acknowledged himself to be a vilein, in order to abate the writ; and he was not received. — HENGHAM. Forasmuch as we find an error in the process, — for seeing that the Petit Cape issued last, that default ought to have had relation to the first default, and seisin ought to have been adjudged, and we will return to that point,—the Court adjudges that he do recover his seisin.

§ Avowry was made in a Replevin for damage &c. *Stall.* We tendered you full amends for that damage on an award by the vicinage, and you refused them, ready &c.; judgment if over and above that tender you can avow for the detinue.—*Malm.* Now we pray judgment; for you have counted that we have tortiously taken your beasts, and you have now admitted the taking to be rightful, judgment &c.; for you might have had a good count in this form, "that whereas "we had taken your beasts for damage &c., and you "had tendered to us reasonable amends &c.," which is a form according to the circumstances. — HENGHAM. How did you tender the amends?—*Stall.* Sir, grass for grass.—And that was not allowed. And then he pleaded, in addition, that he tendered security for the value of the damage, according to custom &c., ready &c. —And the other side was compelled to reply to that; and he said that he would aver the contrary &c.

§ Note, that in a writ "de custumis et de serviciis," the defendant made default after the mise of the Great Assise; and it was adjudged that he should be distrained &c.: by HENGHAM.

§ In an assise of "novel disseisin," *Malm.* said that the disseisor named was the vilein of an infant who was in ward to the King, judgment &c.—*Stall.* You

fut en prisoun en tiel lieu &c.; e puis vynt le baroun la femme, e se coniseit estre vilein pur abatre le bref; e fut nent resceu. — HENGHAM. Pur ceo qe nous trovomz errour en le proces, qe par la ou le petit cape issit drein, cele defaute dust aver hieu relacion a la primer defaute, e dust une sesine aver este agarde, e a ceo poynt voloms retourner, si agarde la Curt qil recovere sa sesine &c. A.D. 1303.

§ Avouerie fut fete en un Replevin pur damage &c. —*Stall.* Nous vus tendimus pleins amendes par agarde des veisinis pur cel damage, e vus ceo refusatis, prest &c.; jugement si outre cel tendre, sur la detenu pusez avower. — *Malm.* Ore demaundoms jugement; depus qe vus countastis qe atort preimes vos avers, ore avez conu la prise dreiturele, jugement &c.; qar vus purriez aver fet bon counte en cet fourme, qe cum nous avyomz pris vos avers pur damage &c., e vos renables amendes nous avyez tendu &c., fourme solum le cas. —HENGHAM. Coment le tendistis vus les amendes?— *Stall.* Sire, herbe pur herbe.—E de ceo il ne fut pas alowe: e dist outre qil luy tendy gage a la value de damage, solum usage &c., prest: e lautre chace a ceo respondre; e dist qil voleit averer le revers &c. Replevin.

§ *Nota,* Qen un bref de Coustumes e de services, le defendant fit defaute apres la mise de la grant assise; e fut agarde qil fut destreine, &c., par HENGHAM &c.

§ En assise de novel disseisin, si dist *Malm.* qe le nome disseisour fut vilein un enfaunt qest en la garde le Roy; jugement &c.—*Stall.* Vus estis estraunge, e Novel disseisin.

A.D. 1303. are a stranger, and that challenge does not lie in your mouth.—*Scoter.* We say it to move the Court. — And the assise was demanded of the Court; whereupon he who was named disseisor came forward and said that he held the tenements at the will of such an one who was not named &c., and he prayed judgment of the writ.—*Stall.* Do you admit then that you are his vilein, and hold the tenements at his will.—HENGHAM. I do not know that he must do so; but he tells you that he has nothing in the tenements unless at the will of such an one.—And he asked of him how he held the tenements. And he said that he was a free man, and held the tenements of him by servile custom not named, and he prayed judgment of the writ.—*Stall.* You yourself were tenant and disseisor on the day of our writ &c., ready to aver it by the assise.—HENGHAM. You shall not have the assise in opposition to his disclaimer; therefore the Court adjudges that you take nothing by your writ &c.

§ In a writ of Dower the demand was for the third part of three acres and of a mill, &c., where the tenant vouched to warranty; and when the vouchee came, he put forward a charter which stated that he ought to warrant a piece of land &c.—*Herle.* The demand is for a mill, and the charter speaks of a piece [of land] only; judgment if to warrant &c.—*The Tenant.* We have, since the gift, built a mill on that piece; judgment if he ought not to warrant &c.—And the case was that the woman's husband was seised of the piece [of land] when it was not built on.—HENGHAM. If I enfeoff you of a vacant piece of land, and you afterwards build a castle on it, ought I to warrant to you the castle? (as though intimating the negative.) But for all this you ought to have disclosed the circumstances when you vouched; there-

en vostre bouche ne gist pas cel chalenge.—*Scoter.* Nous diomz pur la curt mover.—E lassise fut demande de la curt; dount le nome disseisour vint avaunt, e dist qil tynt les tenemenz a la volunte un tiel nent nome &c., e demaunda jugement del bref.—*Stall.* Conisez dunke qe vus estes soun vilein e tenez les tenemenz a sa volunte.—HENGHAH. Nescu pas qil le face, mes il vus dit quil nad riens en les tenemenz si noun a la volunte un tiel &c., e demaunda de luy coment il tint les tenemenz.—E il dist qil fut fraunc homme, e tint les tenemenz de luy par serve coustume nent nome, e demaunda jugement del bref.—*Stall.* Vus meismes tenaunt e dissesour le jour de nostre bref &c., prest de averer par assise.—HENGHAM. Vus ne averez pas lassise encountre soun desclamer; pur ceo agarde la Curt qe vous ne preignez riens par vostre bref, &c. A.D. 1303.

§ En bref de Dower si fut la demande la tierce partie de treis acres e de un molin &c.; ou le tenaunt voucha a garantie; e quaunt le vouche vint, il mist avant une chartre qe voleit qil dust garantir une place de tere &c.—*Herle.* La demande si est un molin, e la chartre parle de une place tantum; jugement si garantir &c.—*Le tenaunt.* Nous avomz sur cele place edifie un molin puis le doun; jugement si garantir ne deit &c.—E fut le cas qe le baroun la femme fut sesi de la place quaunt ele fut voide.—HENGHAM. Si jeo vus enfeffe de une place de tere voyde, puis vus edifiez un chastel sur la place, vus dai jeo garantir le chastel? (quasi diceret quod non;) mes nemie pur ceo vus dusez aver descloz le cas quaunt vus vouchastis; Voucher a garantie.

A.D. 1303. fore in respect of the mill let him be absolved, and let him warrant the remainder &c.

§ Note, that in a writ of Dower, if the woman suffer the tenant to vouch to warranty where her husband died seised, the woman shall not recover damages &c.

§ One William le Vineter brought Replevin against Nicholas Esteley (Astley), and said that tortiously he took his beasts, namely twenty oxen and two cows &c.—Nicholas said that he took only two oxen and two cows, ready, &c.; as to one ox and one cow he avows the taking &c., by reason that he (William) held of him the tenements where the taking &c. by homage, and fealty, and by the service of a pair of gilt spurs, and by the service of eight pence yearly; [*something is wanting, look elsewhere*] and because the homage and fealty were in arrear, he avows the taking of one ox and one cow; and for the other services, in arrear for two years before the taking, he avows &c. in respect of another ox and one cow: and of which services one Andrew, his father, was seised, by the hand of one Adam his uncle, whose heir he is, as by the hand of his very tenant &c.—*Asseby.* The tenements which we hold were formerly in the seisin of one Roger de Kamule, who held them of one Roger de Moubrai: this Roger de Camule had three daughters; this Nicholas who now avows is the issue of one daughter; from another daughter issued one Robert Corsoun; and from the third daughter issued one W. de Asseburie; whereby the tenements descended to those three; and we tell you that one Adam, our uncle, purchased the tenements from Robert Corsoun, and so we have the estate of a parcener; and we pray judgment if—since we have the estate of a parcener—he can make avowry upon us.—*Tilton.*

pur ceo en dreit del molin seit asous, e garantice le remenaunt &c. A.D. 1303.

§ *Nota*, qe en un bref de Dower si la femme seoffre le tenaunt voucher a garantie la ou soun baroun murt sesi, la femme ne recovera pas damages &c.

§ Un William le Vineter porta soun replevin vers Nichole Esteley, e dist qe atort prist ses avers, nomement xx. boves e deus vaches &c. Nichole dist qil ne prist forqe deus boves e deus vaches, prest &c.; en dreit de un bouef e de une vache avowe la prise &c., par la resone qil entynt de luy les tenemenz ou la prise &c., par homage e fealte, e par le service de un par desperouns deorreis, e par le service de huit deniers par an; (*deficit &c. respice alibi*[1]) e pur ceo qe le homage, e la fealte si fut aver, si avowe il la prise en dreit de un boef e une vache; e pur les altres services arer par deux aunz avant la prise, si avowe &c. en dreit de un altre boef e une vache; e des quels services un Andreu soun pier fut seisi par my la meyn un Adam sun unkel qi heir il est cum par my la meyn &c; issi avowe il sur mesme cesti &c. cum sur soun veroi tenant &c.—*Asseby.* En acun tens les tenemens qe nous tenomz furent en la sesine un Roger de Kamule, qi les tint de un Roger le Moubrai: celi Roger de Camule avoyt treis files, dount celi Nichole qe ore avowe est issieu de la une file, e de lautre file issit un Robert Corsoun, e de la tierce un W. de Asseburie; par quei qe a eus treis dissenderent les tenemenz; e vus diomz qe un Adam nostre uncle purchasa les tenemenz de Robert Corsoun, e issi avomz lestat de parcener; e demaundom jugement, de puis qe nous avoms estat de parcener, si sur nous Replevin.

[1] The other report of this case in MSS. B. and C. gives nothing additional.

A.D. 1303. Sir, Roger de Camule had only one daughter, ready &c.—*Asseby.* Sir, we tell you that Roger de Camule had three sisters [daughters?] and that this Nicholas is issue of one of them as above; and we pray judgment, as above.—*Friskeney.* Sir, true it is that Roger de Camule had three sisters [daughters?] as above, but we tell you that Robert le Corsoun enfeoffed Adam, his uncle, of these tenements, to hold of him and of his heirs (before the statute,) by the aforesaid services, and that this Robert granted these services to one Thomas, our grandfather, on which grant Adam attorned; thus, my grandfather was seised of the services, and my father was seised; and by virtue of this charter, ready, &c.—*Warr.* Hold either to the seisin of your grandfather or to the seisin of your father; for if we should vouch by reason of homage, we should have to vouch either your father or your grandfather, and not both; no more ought you to aid yourself by the seisin of both.—MALORE. Defeat the seisin of his grandfather, who was purchaser, and you have sufficiently defeated the seisin of his father.—*Tilton.* Sir, it seems that they ought to answer to the seisin of both. — MALORE. You are wrong.—*Herle.* Sir, their grandfather, whose seisin he feigns, was never seised of these services, ready &c.—*Friskeney.* Sir, we tell you Adam his uncle attorned for the services to the grandfather of Nicholas, at the castle of Kenilworth; therefore we pray that we may have half of the Inquest from that country where he attorned, and the other half from the place where the tenements are.—*Warr.* You shall not have an Inquest in this case from both countries: but perhaps if a man were vouched by reason of homage, and the homage had been performed in a county other than that where the tenements were, he might have an Inquest composed of men from both counties.—HENGHAM. He shall have it also in this case.—And he had an Inquest

puse avowerie fere.—*Tilton.* Sire, Roger de Camule ne avoyt forqe une file, prest.—*Asseby.* Sire, nous vus diomz qe Roger de Camule avoyt treis soers, issi qe celi Nichole est issieu de la une, ut supra; e demaundoms jugement, ut supra.—*Friskeney.* Sire, verite qe R. de Camule avoyt treis seors, ut supra, mes vus diomz qe Robert le Corsoun enfeffa de ces tenemenz Adam soun unkle a tenyr de luy e de ces heirs avant lestatut[1] par les services avandiz; dount celuy Robert graunta ces services a un Thomas nostre ael, par quel graunt Adam se atourna; issi moun ael sesi des services, e moun pier sesi, e par ceste chartre; prest &c.—*Warr.* Ou prenez vus a la sesine vostre ael, ou a la sesine vostre pier; qar si nous dusomz voucher par homage il nous estovereit voucher ou vostre pier ou vostre ael, e noun pas amedeus; nent plus ne devez eyder par la sesine de amedeus.—MALORE. Defetez la seisine soun ael qe fu purchasour, e asseez avez defet la sesine soun pier.—*Tilton.* Sire, il semble qil deyvent respondre a la sesine de amedeus.—MALORE. Vus dites mal.—*Herle.* Sire, lour ael de qi sesine il se finte, ne fu unkes sesi de ces services, prest &c.—*Friskeney.* Sire, nous vus diomz Adam soun unkel se atourna des services a le ael Nichole al chastel de Kenilworth; dount nous priomz qe nous pusomz aver la moyte de lenquest de cel pais ou il se atourna, e lautre moyte la ou les tenemenz sount.—*Warr.* Vus ne averez enquest de le un pais e del autre en ceo cas; mes par cas si un homme fut vouche par homage, e le homage ust est fet en un aultre counte qe les tenemenz ne furent, il averoit enquest de lun counte e de lautre.—HENGHAM. A.D. 1303

[1] 18 Ed. 1. Westm. 3. Quia emptores.

A.D. 1303. composed of men from both counties.—From this, note &c.

§ Elizabeth, who was the wife of Andrew Gramari, brought Replevin against John de Walkingham, and said that tortiously he had taken her beasts &c.—*Toutheby.* Sire, we avow this taking as rightful &c., by reason that one William de Bikerton holds of him the tenements, where the taking &c., by fealty and by the service of two marks yearly, of which services Alein his father, whose heir he is, was seised by the hand of one Thomas de Bikerton, father of William, as by the hand &c.; and for that these services were in arrear &c., we avow &c. on this William as on our very tenant &c.—*Asseby.* Elizabeth has nothing except dower of the heritage of one John Gramari, and can not be a party &c., and she prays aid &c.—And John was summoned, and came, and said by *Asseby,* Sir, Andrew, father of John, leased these tenements to one Adam de Dayvile for the term of his life discharged from this rent; which Adam leased his estate to Thomas de Bikerton, and Adam survived Thomas; therefore after the death of Adam we entered on the tenements as in right of the reversion; and we pray judgment if this Thomas, who had nothing but a freehold during Adam's time, can charge the tenancy and our right.—*Toutheby.* Sir, as they are strangers, we do not think that they can employ such an answer.—HOWARD. Answer.—*Toutheby.* Sir, whereas they have said that Thomas had only a freehold, so that he could not charge, [we say] that he had the fee and the right and the freehold, wherefore he could charge; ready &c.—*Asseby.* By whose lease?—*Toutheby.* To that we need not answer.—*Wileby.* Sir, whereas he avows on a stranger, we tell you that Andrew our father held the tenements of Roger de Moubray by homage, and by fealty, and by escuage; and that

Ausi avera il en ceo cas.—E avoyt enquest de le un counte e de lautre.—Ex hoc nota &c. A.D. 1303.

§ Elizabet, qi fut la femme Andreu Gramari, porta soun replevin vers Jon de Walkingham, e dist qe atort avoyt pris avers &c.—*Toutheby.* Sire, nous avouomz ceste prise dretturele &c., par la resone qe un Willame de Bikerton entent de luy les tenemenz ou la prise &c., par fealte e par le services de deus mars par an, des ques services Alein soun pier, qy heir est, fu sesi par my la meyn un Thomas de Bikerton pier Willame, cum par mi la meyn &c.; e pur ceo qe ces services furent arer &c., si avowum &c. sur celi Willame cum sur soun veroy tenant.—*Asseby.* Elizabet ne ad rien si noun dower del heritage un Jon Gramari, e ne poet estre partie &c., e prie eyde &c.—E Jon fut sumone, e vint, e dist par *Asseby,* Sire, Andreu piere Jon lessa ces tenemenz a un Adam de Dayvile a terme de sa vie deschargez de ceste rente; le quel Adam lessa soun estat a Thomas de Bikerton, e Adam survesqi Thomas; dount apres la mort Adam nouz entrames en les tenemenz cum par dreyt de la reversioun; e demandom jugement se celuy Thomas, qe ne avoyt forqe fraunc-tenement durant le tens Adam, poet la tenaunce e nostre dreyt charger.—*Toutheby.* Sire, par la ou il sount estraungez, ne entendomz pas qil poent tiel respouns user.—HOWARD. Responez.—*Toutheby.* Sire, par la ou il unt dist qe Thomas ne avayt forqe fraunc-tenement, issi qil ne poeyt charger, il avoyt fee e dreyt e fraunc-tenement; par quey qil poeyt charger, prest &c. —*Asseby.* De qi lees.—*Toutheby.* A ceo ne avomz pas mester a respondre.—*Wileby.* Sire, par la ou il avowe sur un estraunge, vus diomz qe Andreu nostre pier tynt les tenemenz de Roger de Moubray par homage e par fealte e par escuage; dount Alein de Walking- Replevin.

A.D. 1303. Alein de Walkingham purchased from Roger de Moubray our homage and fealty; on which purchase Andrew our father attorned to Alein for the aforesaid services, so that we are his tenants of the same tenements; and we pray judgment if upon any other than us he can make avowry.—*Toutheby.* You shall not come to that; for you have pleaded to another issue, and have said that Thomas had only a freehold; and we will aver that he had the fee; which averment you decline; and we pray judgment and pray a return.—HOWARD. By whose lease had Thomas the tenements in fee?—*Toutheby.* To that we have no need to answer; for although we should say that it was by lease from one man, and they should say it was by lease from another man, we should not take issue thereon; and on the other hand, the party does not oppose anything to us, for they plead in a different direction. — HOWARD. You shall inform the Court. — *Toutheby.* Sir, we tell you that Adam de Deyvile enfeoffed Thomas de Bikerton of these tenements, to hold of him and of his heirs by two marks yearly; Adam was seised of the fealty and of these services by the hand of Thomas &c.; afterwards, Adam gave this seignory of the two marks to Roger de Moubrai; Roger was seised by the hand of Thomas; afterwards Roger gave these services of the two marks to Alein our father; Alein our father was seised by the hand of Thomas, of the fealty and of these services of the two marks; and we are seised by the hand of William, on whom we avowed after the death of our father; and we pray judgment if our avowry be not sufficiently good.—BEREFORD. He tells you that he is your tenant of the same tenements, and that his father died in homage to your father, and he prays judgment if you can estrange him to his damage, since he has been, without interruption, your tenant of the same tenements. — *Scrop.* Although it were so, how

ham purchasa de Roger de Moubray le homage de A.D. 1303.
nous e la fealte, par quel purchace Andreu nostre pier se attourna a Alein de les services avandiz, issi qe nous sums ces tenans de mesmes les tenemenz; e demandoms jugement si sur altre qe sur nous puse avowerie fere.—*Toutheby.* A ceo ne avendrez pas; qar vus avez plede a altre issieu de ple, e avez dist qe Thomas ne avoyt forqe fraunc-tenement; e nous voloms averer qil avoyt fee; quel averement vus refusez, demaundoms jugement e priomz retourn.—HOWARD. De qi lees avoyt Thomas les tenemenz en fee.—*Toutheby.* A ceo navomz pas mester a respondre; qe mesqe nous deisomz de lees un homme, e il deisent del lees un altre, nous ne prendreomz poynt issieu par la; e de altre part la partie nous oppose nent, qar il pledent de altre coste. — HOWARD. Vus dirrez a la Curt. — *Toutheby.* Sire, nous vus diomz qe Adam de Deyvile enfeffa Thomas de Bikerton de ces tenemenz, a tenyr de luy e de ces heirs par deus mars par an; Adam sesi de la fealte e de ces services de deus mars par mi la meyn Thomas &c.; puis Adam dona ceste seignurie de les deus mars a Roger de Moubrai; Roger sesi par mi la meyn Thomas; puis Roger dona ces services de les deus mars a Alein nostre pier; Alein nostre pier sesi par my la mein Thomas de la fealte e de ces services de les deus mars; e nous seisi par my la mein Willame, sur qi nous avowames apres la mort nostre pier; e demaundoms jugement si nostre avowerie ne seit asseez bon. — BEREFORD. Il vus dist qil est vostre tenant de meisme les tenemenz, qe soun pier morust en le homage vostre pier, e demaunde jugement si vus luy pusez estraunger a soun damage, de puis qil est vostre tenant de meisme les tenemenz saunz interrupcioun.—*Scrop.* Mes qe ensi fut, coment voelt il esteindre les

A.D. 1303. will he extinguish the two marks?—BEREFORD. Admit that he is your tenant, and plead on that; for perhaps his father purchased from your father a quit-claim of the two marks; and if you should resort to an avowry on William, he would take no benefit from his quit-claim, for he would be a stranger to your avowry; therefore answer, if you please, if he be your tenant or not.—*Toutheby.* Sir, we will tell what we know. One Richard Gramari held the manor of Bikerton of Roger de Moubray by homage, by escuage &c.; Andrew was the brother of Richard, and had within the manor the messuage and the four acres of land; and he enfeoffed Adam de Deyvel in fee of these tenements, reserving to himself [thereout] board and clothing for the term of his life; afterwards, Adam enfeoffed Thomas in the form aforesaid; afterterwards, Roger Moubray purchased &c., and enfeoffed our father &c.; afterwards, from Richard &c. the manor descended to Andrew, who did homage to Roger &c., and the other services &c.; which Roger gave to our father the services of the two marks which he had by gift from Adam, and the homage and the escuage which he received from Andrew he gave to our father &c.; and he was seised &c.; and we pray judgment if on any other than William &c. for the two marks we ought to avow.—BEREFORD. Then you desire to have two different tenants for one and the same tenement: that law would be inconvenient. —*Toutheby.* Not inconvenient, Sir; for if you hold a manor of Sir Peter [Malore] by a certain service; and your tenant enfeoff a stranger of tenements which he has within the manor, to hold of him and of his heirs by the service of xx. s., and afterwards Sir Peter purchase the seignory of the xx. s. from your tenant, and afterwards you purchase the demesne, shall Sir Peter be foreclosed of his xx. s. by reason that you are his tenant by other services?—BEREFORD. You are

deus mars?—BEREFORD. Conisez qil est vostre tenant, A.D. 1303.
e pledez par la; qar poet estre qe soun pier purchasa une quiteclame de vostre pier de les deux mars; e si vus resortriez de avower sur Willame, il ne prendreit nul benefiz de sa quiteclame, qar il sereit estraunge a vostre avowerie; pur ceo responez, si volez, sil seit vostre tenant on noun.—*Toutheby.* Nous vus dirroms nostre verite. Un Richard Gramari tynt le maner de Bikerton de Roger de Moubray par homage, par escuage &c.; dount Andreu fut le frere Richard, e avoyt dens le maner le mes e les quatre boves de tere, e enfeffa de ces tenemenz Adam de Deyvel en fee, e sauva a luy viver e vesture a terme de sa vie; puis Adam enfeffa Thomas en la forme avandite; puis Roger de Moubray purchasa &c., e enfeffa nostre pier &c.; puis de Richard &c. discende le maner a Andreu, qe fit soun homage a Roger &c., e les altres services &c.; le quel Roger les services de les deus mars qil avoyt del doun Adam dona a nostre pier, e le homage e lescuage qil reseut de Andreu dona a nostre pere &c., e il sesi &c.; demaundoms jugement si sur altre qe sur William &c. pur les deus mars devoms avower.—BEREFORD. Dunke volez de un meisme tenement aver divers tenans; qe seroit inconvenient ce lay.—*Toutheby.* Sire, noun pas inconvenient; qe si vus tenez un maner de Sire Peris par certein service, vostre tenant enfeffe un estraunge des tenemenz qil ad dens le maner, a tenyr de luy e de ses heirs par le service de xx. s.; puis Sir Peris purchace la seignurie de les xx. s. de vostre tenant, e vus puis purchacez le demene, sera Sire (Peris) forclos de les xx. s. pur ceo qe vus estes soun tenant par altres services.—BEREFORD. Vus dites

A.D. 1303. wrong; for if a man be tenant of a manor in demesne as in demesne, in service as in service, and hold the manor of his lord by certain services; and afterwards enfeoff out of the manor a parcel of the manor, and the feoffee enfeoff over to another, to hold of him &c., by certain service, and then sell to the chief lord of all the seignory of the parcel which he has himself charged, although that parcel come into ten or into twelve hands, and it be always charged, and he who owns the chief seignory of the manor have purchased the seignory of the charge, yet when that parcel comes back into the hand of the very tenant of the manor, the charges wherewith that parcel was charged in the mesne time will merge, notwithstanding the seisin of the chief lord of all.—*Scrop.* and *Warr.* said (not in the pleading) that when Roger de Moubray &c. received Thomas as his tenant of the parcel, the services of Andrew in right of that parcel were extinguished.—*Scrop.* Roger might have had an escheat in respect of Thomas, &c.—BEREFORD. They tell you that their father died in homage to you, whereby you ought not to estrange them on your avowry, and put them out of their inheritance; wherefore answer.—*Warr.* Andrew rendered the manor to Alein by a fine; whereby the services became extinguished; and of this we vouch the Record.—And the others did not sue. Therefore a Return.

§ Nicholas de Seinmor [St. Maur?] and Eve his wife brought their writ of Waste against one Robert de C., as against a guardian &c.—*Herle.* Sir, whereas they bring this writ of Waste against us as against a guardian by right, supposing that we are guardian by right, we tell you that we have the wardship by a lease from A. and W. the executors of one Philip de C.; and we pray judgment of this writ.—*Asseby.* We hold of him the same tenements, and we could

mal; qe si un homme seit tenant de un maner en demene qe en demene, en service qe en service, e tynt le maner de soun seignour par certein services, puis enfeffe hors del maner parcele del maner, e le feffe enfeffe outre a un altre a tenyr de luy &c. par certein service, e puis vend al chef seygnour amound la seignurie de la parcele qil ad meismes charge, e mes qe cele parcele devein en diz mains ou en duz, e tut veris seit charge, e cele qe ad la chef seignurie del maner eit purchace la seignurie de la charge, quaunt cele parcele revein en la main le veroi tenant del maner, les charges dount cele parcele fut charge en le mene tens se esteindrunt nemi a countresteant la sesine del chef seignour amound. — *Scrop. Warr.* diseint hors del plee, qe quaunt Roger de Moubray &c. resevit Thomas soun tenant de la parcele, qe les services Andreu en dreyt de cele parcele se esteindreint. — *Scrop.* Roger poeit aver eu eschete de Thomas &c. — BEREFORD. Il vus diount qe lour pier morust en vostre homage, par quey vus ne les devez estraunger a vostre avowerie, e a mettre eus a lour disheritans; pur ceo responez. — *Warr.* Andreu rendi le maner a Alein par fin leve; par quey les services esteindreint; e ceo vouchomz record. — Et alii non fuerunt prosecuti; ideo retornum. A.D. 1303.

§ Nichole de Seinmor e Eve sa femme porterent lour bref de Waste vers un Robert de C., ausi cum vers gardein &c. — *Herle.* Sire, la ou il portent vers nous ceo bref de Waste ausi cum vers gardein de dreit, en supposaunt qe nous sums gardein de dreit, nous vus diomz qe nous aviomz la garde del lees un A. e W. les executours un Philip de C.; e demaundoms jugement de cesti bref. — *Asseby.* Nous tenomz de luy mesme les tenemenz, e vers les exe- Bref de Wasto.

A.D. 1303. not have employed our purchase to sue the executors.—*Herle.* We are not guardian by right; judgment of the writ.—*Asseby.* What you say would be correct if you were in a writ where one could vouch; but it is not so in this case.—*Herle.* As before.—*Asseby.* Sir, he is guardian by right; for we tell you that he himself leased the manor of C., to which manor the services were appendant, to Philip de C. for the term of his life; by reason whereof, after the death of Philip, he entered upon the manor in right of the reversion, to which manor the wardship belonged, and so he is guardian of right.—HOWARD. In whose time did the wardship accrue, in Philip's time or afterwards?—*Asseby.* Sir, although the wardship accrued in Philip's time, we will aver that you [Robert de C.] entered on the manor after the death, and on the wardship, claiming an estate in the wardship as his own right.—*Herle.* If the wardship accrued in Philip's time, then was the wardship a chattel of the testator; therefore the wardship of right remained with the executors; therefore, although we had got hold of the wardship by our own wrong, and then had made terms with the executors, it is plain that we should have [entered] by the executors; and such writ would not lie against us as against guardian of right; and he has admitted that the wardship accrued in Philip's time; and we pray judgment of the writ. — HOWARD. If you be seised of a wardship, and a stranger oust you of the wardship and afterwards commit waste, shall the infant be barred of his recovery against him who commits the waste until you who are guardian of right have recovered your estate? (as though intimating the negative;) wherefore answer to the issue which he gives to you. — *Herle.* We had the wardship by lease from the executors, ready, &c.—*Asseby.* The executors were never so seised of the wardship that they could lease the wardship to you, ready &c. —And the other side said the contrary.—Note, that in

cutours ne purriomz nent aver use nostre purchace. A.D. 1303.
— *Herle.* Nous de sums pas gardein de dreit; jugement de bref. — *Asseby.* Vus deisez bien par cas si vus fusez en un bref la ou homme poeyt voucher; mes issi nest pas en ceo bref.—*Herle,* ut prius.—*Asseby.* Sire il est gardein de dreit; qe nous vus diomz qil meisme lessa le maner de C., a quel maner les services furent apendanz, a Philip de C. a terme de sa vie; par quey qe apres le deces Philip il entra en le maner par dreit de reversioun, a quel maner la garde apendoit, e issi gardein de dreit. — HOWARD. En qi tens chei la garde, ou en le tens Philip ou apres?— *Asseby.* Sire, mes qe la garde chei en tens Philip, nous volomz averer qe vus entrastis en le maner apres le deces, e en la garde en clamaunt estat de la garde cum soun dreit demene. — *Herle.* Si la garde chei en le tens Philip, dount fut la garde ausi cum chateuz le testatour, par quey qe la garde de dreit demoreit a les executours; dount mes qe nous usomz acroche la garde de nostre tort demeine, e puis usomz purchace gre de les executours, constat dount qe nous usomz [entre] en la garde par les executours, e tiel bref ne girreit point vers nous cum vers gardein de dreit, e il ad conu qe la garde chei en tens Philip, demaundomz jugement de bref. — HOWARD. Si vus eez une garde en vostre sesine, un estraunge vous oste de la garde, puis fet Waste, sera lenfant barre de soun recovere vers celi qe ad fet le Waste taunke vuz eez recovere vostre estat qe estis gardein de dreit? (quasi diceret quod non;) pur ceo responez a le isseu qe il vus donne. — *Herle.* Nous avyomz la garde del lees les executours, prest &c. — *Asseby.* Les executours ne furent unkes sesi de la garde issi qil vus poeynt la garde lesser, prest &c. — Et alii

A.D. 1303. a plea of Waste, if a woman hold tenements in dower of your heritage, or a man hold by lease from you for the term of his life, and afterwards she or he lease over her or his estate in the tenements to another who commits waste, in that case you shall have your recovery by your writ of Waste either against the woman or against him who had the tenements by lease from you, and not against the tenant of the demesne; and the writ lies against them, and not against him who committed the waste, although he be tenant of the demesne &c.

§ Laura, who was the wife of Gilbert de Gaunt, brought her writ of Dower against Margaret de C., and demanded the third part of a messuage and three bovates of land with the appurtenances in C.—Margaret vouched to warranty one William de C., and one Alice his wife and Joan, the two daughters and one heir of Gilbert de Gaunt.—*Malmet.* By what do you vouch us?—[*Toutheby.*] See here the deed of your ancestor, who leased to us the same tenements for the term of our life, and bound himself and his heirs to warranty.—*Scoter.* Sir, they have attorned for their services to our lord the King, because the reversion of the tenements is vested in the King, therefore we do not think that we ought to warrant.—*Malmet.* How did we attorn to the King, and on whose grant?—*Scoter.* Sir, the King is their warrantor of the said tenements in right of the reversion; and in addition to this, if she were to bind us to warranty for the same tenements, she would have two warrantors for one and the same tenement.—*Toutheby.* We have put forward the deed of your father, which deed contains a warranty, and which deed you do not deny; and we pray that the Court will take it as granted.—*Scoter.* If she had attorned to the King for these services by direction of the Court, it would have been another thing: but now she attorned out of

contrarium.—Et nota quod en plei de Waste, si une femme tint tenemenz en dowar de vostre heritage, ou home a terme de sa vie de vostre lees, e puis lesse outre soun estat des tenemenz a un altre, e il fet Waste, vus averez vostre recovere par vostre bref de Waste vers la femme, ou vers celi qi avoyt les tenemenz de vostre lees, e noun pas vers le tenant del demeine en ceo cas; e vers eus gist le bref, e noun pas vers luy qe fist le waste, mes qe il seit tenant del demeine &c. A.D. 1303.

§ Lore, qe fut la femme Gilbert de Gaunt, porta soun bref de dower vers Margarete de C., e demaunda la tierce partie de un mes e de treis bovez de terre ov les apurtenaunz en C.—Margarete voucha a garantie un Willame de C., e une Alice sa femme e Johane, deus files e un heir Gilbert de Gaunt.—*Malmet.* Par quey nous vouchez?—[*Toutheby*][1] Veez cy le fet vostre auncestre, qe nous lessa meisme les tenemenz a terme de nostre vie, e obliga luy e ces heirs a la garantie.—*Scoter.* Sire, il se sunt attournez de lour services a nostre seignour le Roy, par quey qe al Roy demort la reversioun des tenemenz; par quey ne entendomz mie qe nous devomz garantir.—*Malmet.* Coment sums attournez al Roy, par qy graunt &c.—*Scoter.* Sire, le Roy est lour garraunt de meisme les tenemenz par resone de la reversioun, e oveske ceo a lier nous a la garantie de meisme les tenemenz, dunke avereyt ele deus garauns de un meisme tenement.—*Toutheby.* Nous avomz mis avant le fet vostre pier, le quel fet voelt garantie, le quel fet vus ne deditez nent; e priomz qe la Curt le teygne pur graunte.—*Scoter.* Si ele se ust attourne de ces services al Roy par force de Curt, ust este acune choce; mes ore ele se attourna hors de Curt. Dower.

[1] A counsel's name seems required here.

A.D. 1303. Court. And on the other hand, when she vouched she ought to have said that she could not answer without the King.—*Malmet.* Your answer that she attorned to the King for these services would lie well in a suit for "acquittance." Answer if it be the deed of your ancestor or not.—HOWARD. She attorned to the King on the grant of your father, whose heir &c., who granted the reversion of the tenements to the King: ought you on that account to withdraw from the warranty? (as though intimating the negative;) wherefore answer to the deed of your father which contains a warranty.—*Toutheby* entered into warranty for the vouchees.—*Est.* Sir, we tell you that this Margaret against whom the writ is brought gave the manor of Ingwarby to Gilbert de Gaunt and to Laura his wife, to them and to their heirs, they finding for her (Margaret) her food and clothing and her marriage; which Gilbert gave these tenements to Margery for her life by way of discharge of the manor, and we tell you that this Laura held the manor discharged, and we pray judgment if—as the tenements were in satisfaction of the charge on the manor, which manor she holds so discharged,— she can claim dower out of these tenements.—*Toutheby.* Sir, whereas they say that Margery gave the manor reserving to herself thereout her board &c., they allege what they wish; for Gilbert and Laura were enfeoffed of the manor in fee without any reservation, and Gilbert gave to Margery a separate obligatory writing for this charge; and we pray judgment if, by any collateral deed executed by the husband, the woman ought to be barred of her dower. On the other hand, although it were as they say (which we do not admit), yet Laura was no party to that deed. —HOWARD. As to that, what if a man give tenements in exchange to another, and his wife after his death be endowed of the tenements which he took in exchange, shall she not be thereby barred from claim-

Et de altre part, quant ele voucha ele dust aver dist qele ne poeyt mie respondre sauns le Roy.—*Malmet.* Vostre respouns qele se est attourne al Roy de ces services girreit bien en pley de aquitance; responez si ceo seit le fet vostre auncestre ou nemie. — HOWARD. Ele se attourna al Roy par le graunt vostre pier qy heir &c., qe graunta la reversioun des tenemenz al Roy; devez vus per ceo esturter de la garantie? (quasi diceret quod non;) pur ceo responez a le fet vostre pier qe voet garantie.—*Toutheby* entra en la garantie pur les vouchez.—*Est.* Sire, nous vus dioms qe ceste Margarete vers qy le bref est porte dona le maner de Ingwarby a Gilbert de Gaunt e a Lore sa femme, a eus e lours heirs pur trover la viver e vesture e la marier; le quel Gilbert dona ces tenemenz a Margerie en descharge del maner a terme de sa vie, e vus[1] qe ceste Lore entynt le maner descharge, e demaundoms jugement de puis qe ces tenemenz furent donez en alowaunz de la charge del maner, le quel maner ele tint issi descharge, si ele puse de ces tenemenz dower demaunder. — *Toutheby.* Sire, par la ou il diount qe Margerie dona le maner en reservant a luy del maner viver &c., il diount lour talent; qe Gilbert e Lore furent feffez del maner en fee saunz riens reserver, e Gilbert fist un escrit obligatore a de coste a Margerie de cele charge; e demaundoms jugement si par nul fet qe le baroun fist a de coste deit la femme estre forclos de soun dower. De altre part, mes qe issi fut cum il diount, qe nous ne grauntomz pas, unkore ne fut pas Lore partie a cel fet.—HOWARD. De ceo, quey si un homme donne tenemenz en eschaungez a un altre, la femme dowe apres la mort soun baroun des tenemenz qe soun baroun prist en eschaungez, ne serra ele par taunt forclos a A.D. 1303.

[1] The word "diomz" seems wanting.

A.D. 1303. ing dower of the tenements which her husband gave in exchange? she shall; and yet she was not party to the grant made by her husband: wherefore answer whether or not Margaret held these tenements in satisfaction, and so that the manor might be discharged, and which manor Laura held so discharged.—*Toutheby.* Margaret gave the manor to Gilbert and Laura discharged, ready &c.—And the other side said the contrary.

§ The prior of St. John of Jerusalem in England, brought a writ "de ejectione custodiæ" against Godfrey abbot of Peterborough, and said that whereas the wardship of the body and of the lands of Simon le Creuker, who was under age, belonged to him, by reason that the said Simon held of him a messuage, and seven tofts and twelve and a half bovates of land with the appurtenances in Messiham, by knight-service, to wit &c., and that he was seised of the services; and of which tenements he was peaceably seised by reason of the non-age &c., until the Abbot &c. came and forceably ousted him &c., to his damage &c.—*Herte.* Whereas he has counted that his predecessor was seised of the services, his count has not followed the statement in his writ; for he might have had a good writ in accordance with the count which he has counted; whereas his writ states "holds of him," according to his count the writ ought to have stated "held of his predecessor" &c.; judgment of the variance.—BEREFORD. Answer over.—*Herte.* Sir, as to two bovates of land, a woman holds them in dower, and held &c.; and as to ten bovates and the tofts, Sir, he holds of us by knight-service, and not of the prior, ready &c.—*Est.* What do you answer to the ejectment?—HENGHAM. It seems that he has said enough.—BEREFORD. Answer to the ejectment.—*Herte.* Sir, he holds of us as we have said, and not of the

demaunder dower des tenemenz qe soun baroun dona pur les eschaungez? quod sic: e si fu ele pas partie al donn qe soun baroun fist; pur ceo responez si Margarete tint ces tenemenz en alowaunce de ceo qe le maner seroit descharge ou noun, e le quel maner Lora tint issi descharge.—*Toutheby.* Margarete dona le maner a G. e a Lore descharge, prest &c.—Et alii contrarium. A.D. 1303.

§ Le Priour de Sein Jon de Jerusalemen Engletere porta un bref de enjettement de garde vers Godefrai abbe de Burgh Sein Pier, e dist qe cum la garde de cors e de terres Simon le Creuker dens age esteant a luy apend, par la resone qe meisme cely Simon entint de luy un mes, vii. toftes, xii. boves e demi de tere ov les appurtenanz en Messiham, par service de chivaler, cest a saver &c., e li a sa sesine des services, e des quels tenemenz il fut en pesible sesine par reson del noun-age &c., taunke le abbe &c. vint e a force luy osta &c., a ces damages &c.—*Herte.* Par la ou il ad counte qe soun predecessour fut sesi des services, soun counte nad pas suivi soun bref; qar il poeyt aver en bon bref solum le counte qil ad counte, par la ou soun bref veolt "de eo tenet" solum soun counte le bref dust aver este "tenuit de predecessore suo" &c.; jugement de la variaunce.—BEREFORD. Responez outre.—*Herte.* Sire, quaunt a les deus boves de tere, une feme les tent en dower, e tynt &c.; e quaunt a les x. boves e a les toftes, Sire, il tint de nous par service de chivaler, e noun pas del Priour, prest &c.—*Est.* Que responez a lenjettement.—HENGHAM. Il semble qil ad dist asseez. —BEREFORD. Responez a lenjettement.—*Herte.* Sire, il tent de nous ausi cum nous avoms dist, e noun pas Enjettement de Garde.

A.D. 1303. prior; and he tried to abate on our wardship, and we did not allow him, ready.—*Est.* said the contrary &c. — And the said abbot brought a writ "de "recto custodiæ" against the said prior, and demanded the body of Simon; to which writ the same answer was given; whereby one writ was an answer to the other, until an inquest should pass in the matter of the two writs.

§ Edmund de Cornwall brought his "Quare impedit" against Thomas the son of W. &c., and said that tortiously he had disturbed him in presenting &c. to the church of C.: and for the reason that one William was seised of two acres of land to which the advowson was appendant, which William presented to that church &c., "by whose cession" the church was now void; and at last they again said "by whose resig-"nation" &c. the said William gave the two acres of land, with the advowson, to Master Henry Newark and to his heirs for ever, to hold of the chief lord &c.: thereupon, after the death of Master Henry, these two acres to which the advowson &c. came into the hands of Edmund, as chief lord, as an escheat, because that Master Henry died without an heir, he dying without blood relations; and so it belongs to him to present, and he (Thomas) disturbs him &c.—*Herle.* Sir, we tell you that this Thomas, against whom the writ is brought, is under age and in ward to one Robert de T. not named in this writ; and we pray judgment of the writ.—And for that he (Edmund) could not have a good writ to the bishop, but that he (Thomas) would have abated the writ by this exception, he waived it by arrangement, and said "whereas you "suppose that the church is void, (we say) it is full "and provided for, ready &c., where and when we "ought."—*Toutheby.* By whose patronage?—*Herle.* By our own patronage.—Therefore to the Bishop.

del Priour; e il se voleit aver abatu en nostre garde, e nous ne suffrimes poynt, prest.—*Est*, contrarium &c. —E meisme le Abbe porta un bref de dreit de garde vers meisme le Priour, e demaunda le cors de Simon; a quel bref fut done meisme le respouns; par quey qe lun bref fut responant a lautre, e forqe un enquest passereit en les deus brefs. A.D. 1303.

§ Edmound de Cornewayl porta soun Quare impedit vers Thomas le fiz W. &c., e dist qe atort luy desturba presenter &c. al eglise de C.: e par la reson qe un Willame fut sesi de deus acres de tere a quey lavoweson fut apendaunt, le quel Willame presenta a cel eglise &c., par qy cessioun leglise est ore voide; e al drein altrefoiez diseint par qy resignement &c.; celuy Willame dona les deus acres de tere ov lavowesoun a mestre Henri de Neuwerke e a ces heirs a touz jours, a tenyr de chef seignurage &c.; dount, apres la mort mestre Henri, ces deus acres a quey lavowesoun [&c.] devindrent en la mayn Edmound ausi cum sa eschete cum chef seignour, pur ceo qe mestre Henri morust saunz heir, par defaute de saunk; e issi apend a luy a presenter; il le desturbe &c.—*Herle.* Sire, nous vus dioms qe celuy Thomas vers qy le bref est porte, est dens age, e dens la garde un Robert de T. nent nome en cesti bref; e demaundomz jugement del bref. E pur ceo qil ne poeyt mye aver eu bref a levesqe mes qil ust abatu le bref par ceste excepcion, il la wayva de gre, e dist, par la ou vus supposet qe la eglise est voide, ele est pleine conseile prest ou e quaunt nous deveromz. — *Toutheby.* De qy avowerie?— *Herle.* De nostre avowerie demene.—Ideo ad Episcopum. Quare impedit.

A.D. 1303. § John de Hastinghe brought his writ of Rescue against T. de C.; and his writ stated that whereas he had taken a horse, by R. his bailiff, in the fee of William de C., thereupon came the said T. and others and made rescue. — *Asseby.* Every taking must be made by reason of seignory or by virtue of some specialty: they have not said that this taking was made by reason of seignory, for he has said that it was made in another's fee; neither have they said that it was made by virtue of any specialty; and we pray judgment &c. — HENGHAM. It may be the fee of William and also his fee; as by William holding of him; and so it would be in his fee; but they must state why the taking was made. — *Herle.* It is John's doing, but William held of him the manor where the taking was made, and for default by William (in doing suit) at his court, by judgment he was distrained.—*Asseby.* Whereas they say that the distress was made in William's fee, we say, out of his fee, ready &c.— *Mutford.* That is no answer to the rescue. — HENGHAM. He has answered to the cause of your taking, and that suffices in a writ of Rescue. Therefore, &c.

§ One John brought his writ of Trespass, and complained of W., that he had maimed him, to wit, cut off one of his fingers &c. — *W.* said that he was not guilty.—THE INQUEST said that he had cut off one of his fingers. In the mesne time, before the Inquest passed, W. had devested himself of his land. — It was adjudged by ROUBURY that he (John) should recover his damages of 40*l.*, and that the damages should be levied out of the lands alienated by him (W.) in the mesne time, into whose ever hands they had come.— Before the King &c.

§ If three parceners bring a writ "de custumis et ser- "viciis" against their tenant who owes them fealty and

§ Johannes de Hastinghe porta soun bref de rescusse vers T. de C.; e voleit soun bref qe la ou il avoyt pris un chival par R. soun serjaunt en le fee Willame de C., la vindrent cely T. e altres e luy firent la recusse.—*Asseby.* Checune prise ou covent qele seit par reson de seignurie ou par especialte; il ne unt mie dist qe ceste prise seit fete par reson de seignurie, pur ceo qil ad dist la prise estre fete en altri fee; ne par especialte; demaundomz jugement &c.—HENGHAM. Il poet estre le fee Willame e soun fee, pur ceo qe Willame tint de luy, e issi en soun fee; mes covent qil diount pur quey la prise fut fete.—*Herle.* Ceo est le fet Johan; mes Willame tint le maner ou la prise fut fete de luy, e pur defaute qe Willame avoyt fet a sa curt, par agarde si fut il destreine.—*Asseby.* La ou il diount qe la destresse fut fete en le fee Willame, hors de soun fee, prest &c.—*Mutford.* Ceo nest pas respouns a rescusse. — HENGHAM. Il ad respondu a la cause de vostre prise, e ceo suffit en bref de rescusse. Ideo &c. A.D. 1303. Rescussa averiorum.

§ Un Johan porta soun bref de Trespas, e senpleint de W., qil luy avoyt mahayme, saver, coupe le un dey &c. — *W.* dist qe de rien coupable. — LENQUEST dist qil luy avoyt coupe le un dey.—E en le mene tens avant qe lenquest passa, W. se avoyt demis de sa tere. —Agarde fut par ROUBURY qil recoverast ces damages de xl. livres, e qe les damages furunt levez de les teres qil aliena en le mene tens, en qy meyns qe les teris fusunt devenuz.—Coram Rege &c. Trespas. Mahemc.

§ Si treis parceners portent bref de coustumes e de services vers lour tenaunt, qe les deit fealte e homage

A.D. 1303. homage and other services, and two of them do not sue, the third shall recover the fealty and the homage, and the two shall never have anything else but a purpurty of the other services.

§ Note; a writ "for making Partition" does not lie between strangers as it does between privies; the reason is that although partition be made between privies, one may be heir to the other; and it is not so in the case of strangers &c.

§ Note, if a man ought to have house-bote and hay-bote in another's wood, and he to whom the wood belongs wishes to destroy the wood, the other can bring a Prohibition and after that an Attachment.

§ When a man holds land for the term of his life, if he who is his heir in blood enter after his death, he to whom the reversion belongs shall never have a writ of Intrusion, because he entered claiming a heritage; but he shall have a writ of Entry stating "into "which he has not entry unless by him who held "for term of life."

§ A man brought a Monstravit against another &c. — *Asseby.* Whereas they suppose by their writ that he has not lands or tenements by which he can be distrained, Sir, we tell you that he has lands and tenements in the county of Oxford whereby he can be brought into court; and we pray judgment of the writ. — *Tilton.* Sir, we will tell our truth, viz., that he has only a messuage and two tofts of land which yield to him only five shillings yearly, so that he has not sufficient lands or tenements whereby, &c.; and on the other hand we demand of him an account for 40*l.*, therefore he has not sufficient &c. — *Asseby.*

e altres services, e les deuz ne sewent poynt, le tirce recovera la fealte e le homage, e les deuz jammes ne averunt forqe la purpartie des altres services. A.D. 1303.

§ Breve "de participatione facienda" ne gist mye entre estraunges ausi cum fet entre prives; la resoun est, pur ceo qe tut seit la purpartie fete entre prives, le un poet estre altri heir; e issi nest ceo mye de-straunges &c. Nota.

§ Si homme deyve aver housbote e haybote en altri bois, e celuy a qy le bois est voile destrure le bois, lautre poet porter la prohibicioun, e sur cel le atache-ment. Nota.

§ Quaunt homme tint tere a terme de sa vie, si celuy qe seit soun heir del saunk entre apres sa mort, celuy a qy la reversioun ne avera mye vers luy bref de intrusioun, pur ceo qil est entre en clamant heritage; mes avera un bref de entre "en les quels il "nad entre si noun par cely qe tynt a terme de "vye." Nota.

§ Un homme porta un Monstravit devers un altre &c. — *Asseby.* Sire, par la ou il supposunt par lour bref qil nad teres ne tenemenz par quey il poet estre distreine, Sire, nous vus diomz qil ad teris e tenemenz en le counte de Oxenforde par quey il poet estre mene en curt, e demaundomz jugement del bref.— *Tilton.* Sire, nous dirromz nostre verite, qil nad forqe un mes e deuz toftes qe luy rendunt forqe cink souz par an, issi qil ne ad pas sufficiant teris ne tenemenz par quey &c.; e de altre part, nous luy de-maundomz le acunte de xl. livres, dount il nad pas Monstra-vit.

A.D. 1303. Sir, he has fifteen shillings of rent &c.— HENGHAM. Still the lands are not sufficient for bringing him into court in a matter of 40*l.* &c.; wherefore we adjudge that you do answer over. — *Asseby.* Sir, the manor in respect of which he demands the account is in the county of Berks, and he brings his writ to the sheriff of Oxfordshire; therefore we pray judgment of the writ.—And it could not be denied: wherefore it was adjudged by HENGHAM that he should take nothing by his writ.

§ John de Wautone brought an assise of "novel "disseisin" against Richard of Little Bortoun, Alein de Stanley, and others &c., and complained of being disseised of his tenements in Marsam, and put in his plaint, "a piece of moor containing twenty-four perches "in length and five feet in breadth."—*Herle.* All except Richard and Alein tell you that they have nothing &c.; Alein tells you that he has committed no [tort] nor any disseisin; and Richard tells you that one Roger de Moubrai was seised of the manor of Massam and of Little Bortoun, and out of his seisin gave the manor of Little Bortoun &c. to one R. his grandfather, and common of pasture in his province of Marsam, with his beasts &c.; of which common his grandfather was seised &c., and he was seised &c., and by this charter. And he put forward the charter, and said that he wished to have approved part of that moor and to have shut him out from his common, and that he disturbed him as was lawful for him to do &c. And the charter said, "I "have given and granted to &c. the manor of Little "Bortoun, with the appurtenances and other customs "whatsoever, and common of pasture in my district of "Marsam;" so that he had common as appendant by the words "with the appurtenances," and common as in gross by the subsequent words.—*Warr.* He has said that he broke up the ditch &c., thereby he admits

sufficiant &c. — *Asseby.* Sire il ad quinse southe de rente &c. — HENGHAM. Unkore ne sunt pas les teris sufficiantes, par quey ideyve estre mene en curt en pley de xl. livres &c.; pur ceo nous agardomz qe vus responez outre. — *Asseby.* Sire, le maner dount il demaunde le acunte est en le counte de Berschire, e il porte soun bref al vicomte de Oxenforde, dount nous demaundomz jugement del bref. — Et ne poeyt estre dedit; par quey fut agarde par HENGHAM qil ne prist riens par soun bref. A.D. 1303.

§ Johan de Wautone porta une assise de novele dissesine vers Richard de Petit Bortoun, Alein de Stanley, e altres &c., e senpleint estre dissesi de soun fraunc-tenement en Marsam; e mist en sa pleinte une place de more qe contient en sei vint-quatre perchees en longur e cink pies en latez. — *Herle.* Touz estre Richard e Alein vus diount qil ne ount riens &c.; Alein vus dist qil ad fet nul[1] ne nule dissesine; e Richard vus dist qe un Roger de Moubrai fut sesi del maner de Massam, e de Petit Bortoun, qe hors de sa sesine dona le maner de Petit Bortoun &c. a un R. soun ael, e comune de pasture en sa province de Marsam, ov ces avers &c., de la quele comune soun ael sesi &c., e il sesi &c., e par ceste chartre, e mist avant la chartre, e dist qil se voleit aver apprue de cele more, e luy forclore de sa comune, e luy desturba cum bien luy list &c,, e la chartre "dedi concessi "&c. tali, manerium de Petit Bortoun cum perti-"nenciis et aliis quibuscumque consuetudinibus, et "communam pasturæ in provincia mea de Marsam," issi qil avoyt la comme cum apendaunt par cele parole "cum pertinenciis," e la comune cum un gros par la clause subsequente. — *Warr.* Il ad dist qil abatist le fosse &c.; en taunt graunt il qe la place fut enseint, e Assise de novele dissesine.

[1] The word "tort" seems wanting.

A.D. 1303. that the place was enclosed, and that we held it in severalty; and we pray judgment of his admission, and we pray the assise on the question of damage.—*Herle.* We said that you wished to have enclosed and approved, and we &c.; and thereof we vouch the record. —*Warr.* Sir, we tell you that there are in that piece of moor a thousand acres, and by statute he who is lord is at liberty to approve, saving to his tenants sufficient pasture and entry &c.; and we tell you that he is our tenant and holds of us, and we approved in accordance with the statute the tenements in respect of which we have complained, and were seised until &c. —*Herle.* We have the common by the deed of Roger, who gave &c., as above, and we were seised &c., and we pray judgment if in opposition &c. — *Scrop.* He claims that common for his beasts in that manor, and if he were not seised of the manor he could not demand the common nor recover by law; therefore it seems that it ought to be called appurtenant, and that consequently we can approve. — BEREFORD. Roger gave the manor with the appurtenances &c., and the common of pasture &c., which (thus) passes as a common in gross; wherefore it seems that you can not approve.— *Warr.* Our grandfather, who purchased Roger's estate, approved; as did also our father, without disturbance &c. — BEREFORD. You are to plead your plaint, and not to plead the approvement by your ancestors who did wrong inasmuch as they approved &c., and which approvement is defeasible by a "Quod permittat."— Again BEREFORD said, Roger gave the manor &c. and common of pasture in his district of Marsam to one R. his ancestor &c., by a deed which he &c.; and you who are a purchaser cannot be in a better condition than Roger, whose estate you have, would be: Roger, in opposition to his own deed, can not approve, neither, consequently, can you who have his estate; wherefore the Court adjudges that you take nothing by your writ &c.

qe nous le tenimes en several; e demaundoms jugement de sa recognisaunce, e prium lassise sur damage.— *Herle.* Nous deimes qe vus voilez aver enseint e apprue, e nous &c.; e de ceo vouchoms record.— *Warr.* Sire, nous vus diomz qil i ad dens cele place de more mil acres, e par estatut[1] list a celuy qest seignur de sei appruer save a soun tenaunt sufficiant pasture e entre &c.; e vus diomz qil est nostre tenaunt e de nous tent, e nous appruames solum lestatut des tenemenz dount nous sum pleint, e seisi fums taunke &c.— *Herle.* Nous avomz la comune par le fet Roger qe dona &c., ut supra, e nous sesi &c., e demaundomz jugement si encountre &c.—*Scrop.* Il cleime cele comune a ces bestis de cel maner, e sil ne fut sesi del maner il ne purreit la comune demaunder, ne par ley recovrir; dount semble il deit estre dit appurtenaunt, e par consequens nous poumz appruer.—BEREFORD. Roger dona le maner ov les apurtenanuz &c., e la comune de pasture &c., qe passe cum un gros, par quey luy semble qe vus ne poez appruer. — *Warr.* Nostre ael qi purchasa lestat Roger se apprua, e nostre pier, sauns desturbaunz &c.—BEREFORD. Vus estis a pleder vostre pleint, e noun pas le appruement vos auncestres qe feseint tort entaunt cum il se appruerent &c., e lequel appruement est defesable par le quod permittat.— Iterum, BEREFORD. Roger dona le maner &c. e comune de pasture en sa province de Marsam a un R. soun auncestre &c., e par fet qil &c.; e de meliour condicioun ne poez estre, vus qestis purchasour, qe Roger ne sereit qy estat vus avez; e Roger encountre soun fet demene ne se poeyt appruer, ne par consequens vus qe avez soun estat; par quay agarde la Curt qe ryenz ne preingnez par vostre bref &c. A.D. 1303.

[1] 20 Hen. 3. Stat. Merton. c. 4.

A.D. 1303. § One Alice, who was the wife of Robert Bust, brought her writ of Entry against Robert the Chaplain &c., and demanded &c., " into which he had not entry " unless by one Gervase, prior of Bridelington, to " whom her husband leased &c., to whom &c." — Robert vouched to warranty the prior &c.; who came into court, and asked by what &c. — *Stall.* See here the deed of your predecessor and his convent &c.: and the deed contained a warranty.—*Asseby.* Sir, whereas he supposes by the deed which he puts forward that he had the tenements by the gift of our predecessor, we say that our predecessor did not give him the tenements, ready &c.—*Stall.* That is not an answer: admit or deny the deed; and then plead in avoidance of it.—*Asseby.* Old law says, that where nothing is given nothing is warranted; and on the other hand, if a deed be put forward to bind the heir in blood to warranty, perhaps he would be obliged to admit or deny the deed before he pleaded in avoidance; we pray judgment &c. — *Willeby.* Admit or deny the deed; and afterwards &c. — *Scoter.* There is no need in this case, for the law in the case of Voucher to Warranty is different from what it would be in the case of a writ of Warranty of Charters; and on the other hand, they have vouched on a false deed, whereas they might have abated the writ; and if we warrant, we can not in any way resort to this plea; judgment if we ought to warrant. — HENGHAM. The deed states that he holds of you the tenements by certain services; do you claim anything in these services? — *Malm.* That question would lie well in a suit for acquittance. — HENGHAM. And in this suit. — HOWARD. What do you answer to the clause of warranty? you have answered to the " dedi;" for if I make a charter to you, you being seised, the " dedi " is void, but the clause of warranty holds good; wherefore answer &c. —The prior entered into warranty. — *Asseby.* Whereas

§ Une Alice qe fut la femme Robert Bust porta soun bref de Entre vers Robert le Chapelein &c., e demaunda &c., en les quels i navoyt entre si noun par un Gervais priour de Bridelingtone a qy soun baroun lessa &c., a qy &c.—*Robert* voucha a garantie le priour &c., qe vint en curt e demaunda par quey &c. —*Stall.* Veez cy le fet vostre predecessour e soun covent &c.; e le fet voleit garantie.—*Asseby.* Sire, par la ou il suppose par le fet qil mette avant qil avoyt les tenemenz del doun nostre predecessour, nostre predecessour luy dona poynt les tenemenz, prest &c.— *Stall.* Ceo nest pas respouns; grauntez le fet ou dediez, e puis pledez a la voydaunce.—*Asseby.* Ceo est aunciene lay, rienz doner rien garantir; e de altre part, si fet fut mis avant a lier heir del saunk a la garantie, par cas il luy covendreit graunter le fet ou dedire avant ceo qil pledereyt a la voydaunce; demaundomz jugement &c.—*Willeby.* Grauntez la fet ou dedites &c., e puis &c.—*Scoter.* Nest pas mester en ceo cas, qar il i ad altre lay en un voucher a garantie, qe ne seroyt en un bref de garantie de chartre; e de altre part, il unt vouche sur un faus fet, par la ou il poeynt aver abatu le bref, e si nous garantizomz, nous ne poumz nent a ceo resorter; jugement si nous devomz garantir.—HENGHAM. Le fet voet qil tent de vus les tenemenz par certeyn services; clamez rienz en ces services?—*Malm.* Cel demaunde cherroit bien en pley de aquitaunce.—HENGHAM. E en ceo pley—. HOWARD. Qe responez vus a la clause de warrantie? vus avez respondu a le "dedi;" qar jeo vus face une chartre en vostre seisine, le "dedi" est voyde, e si se tent la clause de warrantie; pur ceo responez &c.—Le priour entra en la garantie.—*Asseby.* Par la ou ele

A.D. 1303. Cui in vita.

A.D. 1303. she supposes by her writ that her husband leased to us the tenements &c., we say he did not lease, ready &c.—*Herle.* Your answer is double, either for that our husband never had any thing so that he could make the lease, or that he leased to another than to him; wherefore your answer is not receivable. — *Friskeney* (ad idem). What he offers is in abatement of the writ; in this case he can not abate our writ without stating some other person to whom the lease was made &c., so that he may give us a good writ. — *Scoter.* Sir, we have said that her husband did not lease to us, therefore they wish to drive us to say to whom her husband leased &c.; this we can not know, for we are a total stranger to him to whom the lease &c.; it would be quite another thing to say that I did not enter by her husband, for there it would be proper to say by whom I did enter, and to give in that case a good writ; for I ought not to be ignorant of my own entry, or by whom I entered &c.—HENGHAM. If you will abate this writ, you shall say to whom he leased.—*Scoter.* He leased to Robert the Chaplain, who vouched the prior, and did not lease to the prior, ready &c. — *Herle.* You shall not arrive at that, for inasmuch as you entered into warranty, you have admitted that degree, and that he entered by you; thereupon we pray judgement if you can be allowed to say that our husband leased to him &c. — *Scoter.* It may be that he leased to both, having regard to different times.—*Herle.* Then say how.—*Scoter.* It is enough for us to say to whom he leased. — HOWARD. You have admitted the degree, that Robert entered by your predecessor, therefore it is for you to set forth the deed, in order to maintain your exception.—HOWARD. If you will abate this writ you must give her another; but she cannot have another, for if she bring her writ in the "per," and suppose that Robert the Chaplain had not entry unless by her husband, Robert would

suppose par soun bref qe soun baroun nous lessa les tenemenz &c., il nous lessa poynt, prest &c. — *Herle.* Vostre respouns est double, ou pur ceo qe nostre baroun ne avoyt unqes rienz issi qil poeyt les fere, ou qil lessa a altre qe a luy; par quey vostre respouns nest pas resceivable.—*Friskeney* (ad idem). Ceo qil tend est a labatement del bref, ou il ne poet nostre bref abatre sauns qil nous deyve altre a qy le les fut fet &c., issi qil nous mette a bon bref.—*Scoter.* Sire, nous avomz dist qe soun baroun nous lessa poynt, dount il nous voilent chacer a dire a qy soun baroun lessa &c.; ceo ne poumz nent saver, qar nous sums tut estraunge a cely a qy le les &c.; mes altre cas seroyt a dire qe jeo ne entrai pas par soun baroun; la convendreit dire par qy jeo entrai, e doner la bon bref; qar ne dei mye estre mesconisaunt moun entre demene, ne par qy jeo entrai &c.—HENGHAM. Vus dirrez a qy il lessa si vus volez abatre cesti bref.—*Scoter.* Il lessa a Robert le Chapelein qe voucha le priour, e nent a le priour, prest &c.—*Herle.* A ceo ne avendreez pas, qar en taunt cum vus entrastis en la garantie, vus avez conu cel degre, e qil entra par vus, dount nous demaundomz jugement, qe nostre baroun luy lessa &c., si a ceo dire poez estre rescu. — *Scoter.* Il poet ester a semble eant regarde a divers tens. — *Herle.* Dites dunke coment. — *Scoter.* Il nous suffit a dire a qy il lessa. — HOWARD. Vus avez graunte le degre qe Robert entra par vostre predecessour, dount a vus est a desclore le fet a meyntenir vostre excepcioun. — HOWARD. Si vus volez abatre cesti bref il covent qe vus la donez altre; mes altre ne poet ele aver; qe si ele porte soun bref en le per e supposat qe Robert Chapelein ne avoyt entre si noun par soun baroun, Robert

A.D. 1303.

A.D. 1303. vouch the prior, and she could not counter-plead the voucher because she has permitted the voucher on this writ, and thereby by the voucher out of the line the writ would abate: and a writ in the "post" she cannot have, for then her writ would say, "into "which Robert Chaplain had not entry unless after "the lease made to himself," which would not be the form of the writ &c.—*Scoter.* The substance of our answer is not that her husband leased to Robert Chaplain, but that her husband did not lease to us; and if we can aver that it suffices us. — HENGHAM. Does it follow that because the prior has entered into warranty he cannot plead to the principal matter? (as though intimating the negative).—*Herle.* Nay, Sir, but it follows that if the party once affirm the writ to be within the degrees, it shall never be overthrown by the same parties. — HOWARD. They tell you that they have given you a negative, where they say that your husband did not lease the tenements to them; and, besides that, they give you an affirmative, where they say that your husband leased to Robert &c.; now answer you to their affirmative, and not to their negative &c.—*Herle.* Inasmuch as the prior warranted, he affirmed that degree in supposing that Robert entered by him; therefore if he could be allowed to drive the woman to her writ in the first degree, that would be contrary to his own admission. And on the other hand, if Robert would again vouch the prior the woman would not counter-plead it, inasmuch as she has permitted the voucher, and thereby the writ would abate.—And a writ in the "post" she cannot have; so the woman will be excluded from every kind of writ, except a writ of Right. — HENGHAM. Perhaps the prior was never seised, although he warranted.— On the morrow *Herle* pleaded again, and said, Whereas the prior supposes that her husband did not lease to him; that is tantamount to saying that he did

vouchereit le priour, e ele ne poeyt le voucher coun- A.D. 1303.
trepleder, pur ceo qe a cesti bref ele a suffert le voucher, e par taunt par le voucher hors de la line abatereit le bref; e bref en le post ne poet ele aver, qe dunke dirreit soun bref en les quels Robert Chapelein nad entre si noun puis le les fet a luy meismes, qe ne seroyt pas fourme de bref &c.—*Scoter.* Ceo nest pas de la substance de nostre respouns qe soun baroun lessa a Robert Chapelein, eyns est qe soun baroun ne lessa pas a nous; e si nous pussomz cel averer il nous suffit.—HENGHAM. Ensuit il qe pur ceo qe le priour est entre en la garantie qil ne poet mie pleder al principal? (quasi &c. quod non.)—*Herle.* Nay, Sire, mes il enseut si la partie une foyez affirme bref en degre, par meisme la partie ne serra jammes disafferme.—HOWARD. Il vus diount qil vus unt done une negative la ou il diount qe vostre baroun ne lour lessa par les tenemenz; e vus donnent outre une affirmative qe vostre baroun lessa a Robert &c.; ore responez vus a lour affirmative, e noun pas a lour negative &c.—*Herle.* En taunt cum le priour garantist, il affirma cel degre, en supposant qe Robert entra par luy; dount sil poeyt estre rescu a mettre la femme a soun bref en le primer degre, ceo seroyt contrariaunt a sa conisance demene. E de altre part si Robert voleyt altrefoyez voucher le priour, la femme ne le contrepledereit poynt, pur ceo qele ad suffert le voucher, e par taunt abatereit le bref. E le bref en le post ne poet èle mie aver, issi seroyt la femme forclos de checun manere de bref, si noun de bref de dreit.—HENGHAM. Poet estre qe le priour ne fut unkes sesi, mes qil garantist.—*Herle* lendemayn repleda, e dist qe par la ou le priour suppose qe soun baroun ne luy lessa poynt, tant amount qil ne entra pas par

A.D. 1303. not enter by her husband; and to say that he did not enter by her husband without saying by whom else he did enter would not be an answer; and so in this case &c.—Afterwards came *Herle*, and said, Sir, if the woman pray leave to sue out a better writ, she will be again barred, inasmuch as she has permitted the voucher.—*Warr.* In this case it will be better for the woman that her writ be abated by verdict of the Inquest than by any other mode; for the law's requirement and the verdict of the Inquest will give her a good writ.—*Herle.* Her husband leased to the prior, ready.—And the other side said the contrary

§ Robert, the son of Robert le Veyl, brought a writ of entry against William de Hamelton, and demanded certain tenements "into which he had not entry unless " by Humphrey le Veil, to whom Robert le Veyl, father " of this Robert, whose heir &c., leased for a term " which has ended."—*Asseby.* William has the tenements by lease from Henry Earl of Lincoln for the term of his life, and he vouches to warranty the said Henry.—*Hedone.* You shall not be admitted to that voucher, for that would be to vouch out of the line.—*Warr.* His writ states "command William de Hamelton " to yield up to Robert" &c.; now William tells you that he can not yield up what he demands, for he has only a freehold, by lease from Henry de Lacy, for term of his life, and he vouches him to warranty.—*Hedone.* You can not vouch him, for that would be out of the line; and moreover, if you say that William entered by Henry, then he did not enter by Humphrey: but we will support our writ, stating that he entered by Humphrey.—*Warr.* As above.—HOWARD. You shall not vouch out of the line, for they wish to maintain their writ: wherefore answer.—*Warr.* We vouch to warranty &c. John the son of Humphrey le Veil.—And the voucher was good &c.

soun baroun; e a dire qil entra poynt par soun baroun saunz dire par qy altre il entra, ne seroit pas respouns; et sicut ex parte ista &c.—Et puis vint *Herle*, Sire, si la femme prie counge de quere meliour bref, ele serra barre altrefoyez, par taunt qele ad soffert le voucher.—*Warr.* Il vaud plus en ceo cas pur la femme qe soun bref seit abatu par verdit de lenqueste qe altrement, qar necessite de lay luy durra bon bref, e le verdit de lenqueste.—*Herle.* Qe soun baroun lessa a le priour, prest.—Et alii contrarium. A.D. 1303.

§ Robert le fiz Robert le Veyl porta un bref de entre vers Willame de Hameltone, e demaunda certein tenemenz en les quels il navoyt entre si noun par Ounfray le Veil, a qy Robert le Veyl pier cesti Robert, qy heir &c., lessa a terme qe passe est. — *Asseby.* Willame ad les tenemenz del lees Henri Counte de Nicolne a terme de sa vye, e vouche a garrantie meisme celuy Henri. — *Hedone.* A ceo voucher ne avendrez pas, qe ceo seroyt a voucher hors de la line. — *Warr.* Soun bref veot comandez a Willame de Hameltone qil rende a Robert &c.; ore vus dist Willame qil ne poet sa demaunde rendre, qar il nad forqe fraunc-tenement del lees Henri de Lacy a terme de sa vie, e luy vouche a garrantie.—*Hedone.* Vous ne ly poez voucher, qar ceo seroyt hors de la line; e estre ceo, si vous dites qe Willame entra par Henri, dounke ne entra il pas par Ounfray; nous volomz averer nostre bref qil entra par Ounfrai.—*Warr.* Ut supra. — HOWARD. Vus ne voucherez pas hors de la line, qar il voilent maintenir lour bref; pur ceo responez. — *Warr.* Nous vouchomz a garrantie &c. Johan le fiz Ounfrai le Veil.—E le voucher fut bon &c. Bref de entre.

A.D. 1303. § Sheweth unto you William, the son of Jordan of Standish, by his attorney &c., that John the clerk of Langeton &c., tortiously deforces him of the advowson of the chapel of Wygan; and tortiously for this, that it is his right and his heritage, and whereof one of his ancestors, Ralph by name, was seised as of fee and of right, in time of peace, in the time of King Richard, cousin of our lord the King who now is, whom God preserve, who in his time presented his own clerk, Ulf by name, who, on his presentation, was received and instituted &c. in the same time, which clerk took the esplees, such as great tithes, small tithes, oblations, obventions, and other kind of issues of the chapel, amounting to half a mark and more, as in right of the aforesaid chapel: from Ralph descended the right, and ought to descend to one Richard as son &c.; from Richard, because he died without heir of his body, descended &c. to Alexander as brother and heir; from Alexander descended &c. to Ralph as son &c.; from Ralph descended &c. to Edmund as son &c.; from Edmund descended &c., because he died without heir &c., to Hugh as brother &c.; from Hugh, because he died &c. descended to Jordan as brother; from Jordan to Ralph; from Ralph to William who now demands; and he offers suit and proof.—*Est.* denied &c., and said, Sir, whereas they demand against us the advowson of the chapel of Wygan, we tell you that we hold the advowson of the church of Wygan, which church has the rights of sepulture and baptism; and we tell you that there is no other chapel; therefore if he will admit this we pray judgment of the writ; or if he will say that there is another chapel, then of that we can not be certified without a View, and we pray the View &c., if we may have it.—*Willeby.* There is no other chapel in the town of Wigan but this, wherefore they ought not to have the View. And on the other hand, although

§ Ceo vus moustre Willame le fiz Jordan de Stan- A.D. 1303.
disse par soun atourne, &c., qe Johan Clerk de Lange- Bref de dreit de avowesoun &c.
tone &c. atort luy deforce lavowesoun de la chapele de Wygan; e pur ceo atort, qe ceo est soun dreit e soun heritage, e dount un seon auncestre, Rauf par noun, fu seisi cum de fee e de dreit, en tens de pes, en tens le Roy Richard cosyn nostre seignur le Roy qe ore est, qe Dieu garde; qy en soun tens presenta un seon clerk, Ulf par noun, qe a soun presentement fu reseu e institut &c. en meisme le tens, le quel clerk les esplez prist cum en gros dimes, menu dimis, oblaciounz, obvenciounz, e altre manere de yseu de chapele mountant a demi mark e a plus, cum del dreit de la chapele avandite: de Rauf discendi le dreit e devoyt &c. a un Richard cum a fiz &c.; de Richard, pur ceo qil morust sauns heir de sei, decendi, &c. a Alisaundre cum a frere e heir; de Alisaundre discendi &c. a Rauf cum a fiz &c.; de Rauf discendi &c. a Edmound cum a fiz &c.; de Edmound discendi &c., pur ceo qil morust sauns heir &c., a Hue cum a frere &c.; de Hue, pur ceo qil morust &c., discendi a Jordan cum a frere; de Jordan a Rauf; de Rauf a Willame qe ore demaunde; e tend seute e derene.— *Est.* defendi &c. e dist, Sire, la ou il demaundent vers nous lavowesoun de la chapele de Wygan, nous vus diomz qe nous tenomz lavowesoun del eglise de Wygan, a quele eglise il i ad sepulture e baptistere; e vus diomz qil i ad nule altre chapele; dount sil voile ceste choce conustre, nous demaundomz jugement del bref; ou sil voile dire qil eyt altre chapele, dount de cele ne poumz pas estre asserte sauns la vewe, e demaundomz la vewe si nous la devomz aver.— *Willeby.* Il i ad nule altre chaple en la vile de Wygan forqe cele, par quey il ne deivent la vewe aver. E de altre part,

A.D. 1303. they call it the mother church, or by any other name, we now tell you that it was a chapel in the time of our ancestor, as we have counted, &c.—*Toutheby.* Sir, the writ states "command &c. that he yield up the "advowson of the chapel &c.;" thereupon we tell you that he can not yield up the chapel &c., for we tell you that he is not tenant of a chapel &c., but he is tenant of the advowson of a church &c., to which church clerks were presented in the time of King Henry, and in the time of the King who now is, as to a church; therefore we cannot be certified unless by the View whether he demands this church or whether he means to say that there is another chapel. But it would be different if he demanded against us the advowson of a church, and there were only one church in the town, for there we should not have the View; but in the present case the View is necessary, for otherwise in this case perhaps we should lose our voucher.—*Willeby.* It was a chapel in the time of our ancestor, and we have offered suit and proof, and he answers not &c.—*Warr.* Sir, John cannot yield up the advowson of a chapel, for we tell you that this is a church &c., and not a chapel; and this we will aver.—*Willeby.* As before &c.—*Mutford.* From their demand and from our plea two things may be inferred; they demand the advowson of the chapel &c.; we say that we hold the advowson of a church &c.; wherefore the View is necessary.—*Willeby.* There is only a chapel in the town.—*Warr.* We cannot yield up what he demands, for we hold the advowson of a church, and at present we do not know if he demand the advowson of a chapel in that church, as we have seen in other cases, or if he mean to say that there is another chapel: and we pray the View, &c.—And the Justices awarded the View.—And he had it.

coment qil la font nomer mere eglise ou altre, ore a A.D. 1303.
par meismes nous vus diomz qele fut chapele en le tens nostre auncestre ausi cum nous avomz counte &c. — *Toutheby.* Sire, le bref veolt precipe &c. quod reddat advocacionem capelle &c.; dount nous vus diomz qil ne put rendre la chapele &c., qar nous vus diomz qil nest pas tenant de chapele &c., eins est tenant de lavowesoun de une eglise &c., a quele eglise clers unt este presente en tens le Roy Henri, e en tens le Roy qe ore est, cum a eglise, dount nous ne poumz estre asserte si par la vewe noun sil demaunde cele eglise ou il voile dire qil i aye altre chapele; mes altre cas sereyt sil demaundast vers nous lavowesoun de une eglise, e il ne fut forqe une eglise en la vile, la ne avriomz poynt la vewe; mes en le cas la ou nous eymes la vewe est necessaire, qar altrement en ceo cas par cas nous perdiromz nostre voucher.—*Willeby.* Chapele en le tens nostre auncestre, e avomz tendu seute e derene; e il respond nent &c. — *Warr.* Sire, Johan ne put mye rendre lavowesoun de une chapelle, qar nous vus diomz qe ceo est une eglise &c., e noun pas chapelle; e ceo volomz averer. — *Willeby.* Ut prius &c.—*Mutford.* De lour demaunde e de nostre dist poet homme trere deus choces; il demaundent lavowesoun de la chapelle &c.; nous diomz qe nous tenomz lavowesoun de une eglise &c.; par quey la vewe est necessaire.—*Willeby.* Il i ad forqe une chapelle en la vile &c.—*Warr.* Nous ne poumz rendre sa demaunde, qar nous tenomz lavowesoun de une eglise, e ore ne savomz pas sil demaunde lavowesoun de une chapelle dens cele eglise, ausi cum nous avomz veu, ou il voile dire qil eyt altre chapelle; e demaundomz la vewe &c.—E Justices agarderent la vewe.—Et habuit.

A.D. 1303. § John de Wygketone brought a "quo jure" against John Bishop of Carlisle.—*Warr.* (for John the plaintiff). Sir, John &c. brings this writ &c. against John the Bishop, and he tells you that this John the Bishop &c. claims to have common in two thousand acres of pasture and of heath and in a thousand acres of wood in Blachale; inasmuch as he has not common in the lands, nor does he do him service &c., let John the Bishop answer &c.—*Toutheby.* John the Bishop denies tort and force, and will deny how and when he ought; and we think, Sir, that they ought to have counted to this writ &c., and have alleged damage &c.; for that the plea is a personal plea until we turn it into a real plea.—*Warr.* We will not count, but we will make a statement to you as we have done until you have claimed, and we be put to our count by your claim &c.—*Toutheby* denied in manner aforesaid, and said that he claimed this common as in right of his church of Our Lady of Carlisle, and that he found his church seised on the day when he was consecrated.—*Herle.* How? for all manner of beasts throughout the year, or how &c.?—*Toutheby.* For all manner of beasts throughout the year &c.—*Herle.* We will imparl.—And he came back and said, Sir, you have heard how John the Bishop is summoned in this Court to show by what right he claims to have common in three thousand acres of pasture, heath, and wood, &c., in Blakale &c.; thereupon came the said John, and said that he claims to have that common as in right of his church &c., and that he found his church &c., namely, to have common for all manner &c. throughout the year &c.: Sir, he tortiously demands this common in two thousand acres of pasture and heath, and in a thousand acres of wood, to have common for all manner of beasts throughout the year; and tortiously for this that it is his (John the plaintiff's) right and his heritage as

§ Johan de Wygketone porta un quo jure vers Johan Esveke de Cardoile.—*Warr* (pur Johan qe fut pleintif). Sire, Johan &c. porte cesti bref &c. vers Johan Eveske, e vus dist qe cely Johan Esveske &c. cleime aver comune en deus mile acres de pasture e de brussey, e mile acres de boys en Blachale, de sicum il nad mye comune en les teris ne service ne luy fet &c., respoyne Johan Esveske &c.—*Toutheby.* Johan Esveske &c. defend tort e force, e defendra cum e quaunt il devera; e entendomz, Sire, qil dusunt aver counte a cesti bref &c., e ceo par my damage &c., pur ceo qe le pley est personel taunke qil seit mene en realte par nous.—*Warr.* Nous ne counteromz pas, mes vus fromz une demounstraunce ausy cum nous avomz fet, taunke vus avez clame, e seoms mis a counter par vostre clame &c. —*Toutheby* defendi modo predicto, e dist qil clama ceste comune cum del dreit de sa eglise de Nostre Dame de Kardoile, e trova sa eglise seisi le jour qil fut sacre. —*Herle.* Coment, a tote manere des bestis par mi tut le an, ou coment &c.?—*Toutheby.* A tote manere des bestis par mi tut le an &c.—*Herle.* Nous emparlerum. —E revint e dist, Sire, vus avez bien entendu coment Johan Esveske &c. est somouns en ceste curt a moustrer par quel dreit il cleime aver comune en treis mile acres de pasture, brussei, e bois &c. en Blakale &c.; la vint cely Jon e dist qil cleime aver cele comune cum del dreit de eglise &c., e trova sa eglise &c., nomement a comuner ov tute manere &c. par my tut le an &c.: Sire, atort demaunde il ceste comune en deus mile acres de pasture e de brussey, e mile acres de bois a comuner ov tote manere des bestis par my tut le an; e pur ceo atort, qe ceo est soun dreit e soun heritage, cum soun several sauns ceo qil deit comuner

A.D. 1303. Quo jure.

A.D. 1303. his several without that he (the bishop) ought to have common, namely, in the two thousand acres &c. and the thousand acres &c. for all manner &c. throughout the year; and whereof one of his (the plaintiff's) ancestors, Udard by name, was seised to hold in severalty without that this John the Bishop or any of his predecessors having common there, namely in the two thousand acres &c., and the thousand acres &c., to have common for all manner &c. throughout &c. as in right of their church of Our Lady &c., in time of peace, in the time of King John, grandfather of our lord the King who now is, whom God preserve, the esplees took as by pasturing his beasts, namely, oxen, cows, and horses, and by agistment of other beasts as in his severalty, and by other kinds of profits of the pasture, heath, and wood amounting to half a mark and more, as of fee and of right as his severalty: from Udard descended the right of the severalty, as it ought, to one Adam as son and heir; from Adam &c. to Udard as son &c.; from Udard to John who now demands; and that such is the right of John to hold the two thousand acres &c. and the thousand acres &c. in severalty, without that the said John the Bishop has common in the two thousand &c., and in the thousand &c. with all manner &c., throughout &c., as in right of his church &c., he has good suit and proof.—*Toutheby* denied tort and force, and the right of John de Wyghtone, and will deny where &c.; and whereas they have said that tortiously we demand this common, and tortiously for this that one of his ancestors, Udard &c., was seised &c., to hold in severalty &c., and from this &c. makes his descent to that &c., and from him to this W. who now demands &c., Sir, John the Bishop denies tort and force and the right &c., and tells you that the manor of Dalston, in the county of Cumberland, was heretofore in the seisin of king Henry, father of our lord the

nomement en les deus mile acres &c., e mile acres &c., A.D. 1303.
ov tote manere par mi tut le an; e dount un seon auncestre Udard par noun fut sesi, a tenir en severalte, sauns ceo qe cely Johan Esveske ou nul de ces predecessours comune i aveynt, nomement en les deus mile acres &c., e mile acres &c., a comuner ov tote manere &c., par mi tut &c., cum del dreit de lour eglise de Nostre Dame &c., en tens de pes, en tens le Roy Johan ael nostre seignur qe ore est, qe Die garde, les esples prist, cum en peusant ces avers, nomement bofs, vaches, e chivaus, e agistant altres avers a soun several, e en altre manere de isseu de pasture, brussei, e bois, mountaunt a demi mark e a plus, cum de fee e de dreit de soun several; de Udard discendi le dreit de la severalte, e devoyt discendre, a un Adam cum a fiz e heir; de Adam &c. a Udard .cum a fiz &c.; de Udard a Jon qe ore demaunde; e qe tiel seit le dreit Jon a tenir les deus mile acres &c. e mile acres &c. en severalte, sauns ceo qe celi Jon Esveske eyt comune en les deus mile &c., e en mile &c., ov tote manere &c., par mi tut &c., cum del dreit de sa eglise &c., il en ad seute e derene bone.—*Toutheby* defendi tort e force e le dreit Johan de Wyghetone, e defendra ou &c.; e par la ou il unt dist qe atort demaundomz ceste comune, e pur ceo atort, un tiel soun auncestre Udard &c. fu sesi &c., a tenir en severalte &c., e de celuy &c., fet sa discente a celuy &c., e de celuy a cesti W. qe ore demaunde &c., Sire, Johan de Wyghetone[1] defend tort e force e le dreit &c., e vus dist qe le maner de Dalstone en le counte de Cumbre fut en acun tens en la sesine le Roy Henry, pier

[1] This should be "Johan le Evesqe."

A.D. 1303. King who now is, and that this common is apendant to the said manor, and that he, out of his seisin, gave the said manor with its appurtenances, as well those without as those within the manor, to one Walter the predecessor of the said Bishop, and to his church of Our Lady of Carlisle, to have and to hold to him and his successors in pure and perpetual alms for ever: he was seised &c., his successors were seised, and this John the Bishop was seised, and by this charter, (and he put forward the King's charter,) wherefore we do not think that we ought to answer in respect of this common without the king, and we pray aid of him.—*Herle.* Sir, you know well how he said in his claim that he found his church seised &c., without saying then that this common was apendant; wherefore we do not think that he can resort to that, or have aid of the King; for that would be, as it were, contrary to his claim &c. And on the other hand, we heretofore brought a like writ against his predecessor &c., on which occasion he joined the mise of the Great Assise, waiving that advantage; and we pray judgment if he ought now to enjoy that advantage.—*Toutheby.* We too know how to show by the process where in the same writ we prayed aid of the King and had it.—*Herle.* Still they ought not to have aid of the King; for whereas they have said that the common passed as apendant to the manor by means of the King's gift, Sir, we tell you that the common was never apendant to that manor, and that neither the King nor any of his ancestors was ever seised of that common as apendant &c.; so that the common did not pass by the gift, and if he will deny that, we will aver it in discharge of the King.

§ One Alice, who was the wife &c., demanded against A. the moiety of a mill with the appurtenances &c.—A. vouched to warranty the prior of B.—

nostre seignur le Roy qe ore est, e qe ceste comune est apendant a meisme le maner, qe hors de sa sesine dona le dist maner ov les apurtenaunz, ausi bien dehors le maner cum dedens, a un Walter predecessour meisme cesti Esveske a sa eglise de Nostre Dame de Kardoile, a aver e a tenir a luy e a ces successours en pure e perpetuele almoine a tous jours; il sesi &c., ces successours sesis, e cesti Jon Esveke sesi, e par ceste chartre (e mist avant la chartre le Roys) par quey ne entendomz mie qe nous devoms de ceste comune respondre sauns le Roy, e priumz eyde de luy. —*Herle.* Sire, vus savez bien coment il dist a soun clame qil trova sa eglise sesie &c., sauns dire a cele oure cele comune estre apendaunt; par quey ne entendomz mye qil poet a ceo resorter, ou del Roy eyde aver, qe seroit ausi cum contrarie a soun clame &c. E de altre part, avant ces oures nous portames tiel bref vers un seon predecessour &c., ou il joynt la myse de la graunt assise, en veyvant cel avantage; demaundomz jugement si de cel avantage ore a par meismes deive joier.—*Toutheby.* Ausy savomz nous moustrer par proces ou en meisme tiel bref priames eyde del Roy e avyoms. —*Herle.* Unqore ne deyvont il eyde del Roy aver; qe par la ou il unt dist qe la comune passa cum apendant al maner par mi le doun le Roy, Sire, nous vus diomz qe la comune ne fut unkes apendant a cel maner, ne le Roy ne nul de ces auncestres unkes sesi de cele comune cum apendant &c.; issi qe la comune ne passa nent par le doun; e sil le veolt dedire, nous le volomz averer en descharge del Roy. A.D. 1303.

§ Une Alice, qe fut la femme &c., demaunda vers A. la moyte de un molin ov les apurtenaunz &c. *A.* voucha a garantie le priour de B. — *Passelegh.* Mous- Cui in vita.

A.D. 1303. *Passelegh.* Show by what you intend to bind us to warranty.—*Herle* put forward a charter, which stated that one R. the predecessor &c. had given the tenements to A. to hold of him and of his successors by the service of four shillings yearly, and that if he were not able to warrant, that the rent of four shillings should cease.—*Passelegh.* By virtue of this deed we ought not to warrant; for a man in religion is not bound to warranty without a special clause of warranty; and there is none such in the deed; wherefore we pray judgment. On the other hand, by the "dedi" we ought not to warrant, for it was our predecessor according to him who gave the tenements; wherefore we &c.—*Herle.* Is it your deed or not?—*Passelegh.* We admit the deed, but on this deed we ought not to warrant for the reasons aforesaid.—Hengham. He is enfeoffed to hold of you by the service of four shillings; and by reason of the tenancy and the rent you ought to warrant; wherefore warrant if you will.—*Passelegh* warranted, and said moreover that whereas Alice brings this writ and supposes that the tenant had not entry unless after the lease which W. her husband thereof made to such an one to whom &c., thereupon the prior tells you that in the seventh year (of the King) his predecessor brought a writ of Entry against this Alice and W. her husband before Sir Thomas de Weylond &c. at Westminster &c., and by judgment of the King's Court recovered this tenement against Alice and W. her husband, which judgment stands good, notwithstanding &c.; and we pray judgment if &c.—*Stall.* By what judgment?—*Passelegh.* By default &c.—*Stall.* This writ is given to us by Statute where the tenements have been recovered by default; and you answer not, and we pray &c.—*Passelegh.* We recovered before the Statute.—Hengham. It may be that the prior recovered by judgment, and that Alice and her husband afterwards

trez par quey vus nous volez lier a la garantie. — A.D. 1303.
Herle mist avant une chartre, qe voleit qe un R. predecessour &c. avoyt done les tenemenz a A. a tenir de luy e de ces successours par le service de quatre souz par an, e sil ne ny poet garantir, qe la rente de quatre souz seroit esteinte. — *Passelegh.* Par ceo fet ne devomz garantir ; qar homme de religioun nest mye lie a la garantie, sauns especiale clause de garantie ; e ceo nest pas en le fet, par quey nous demaundomz jugement. De altre part, par le dedi ne devomz garantir, qar nostre predecessour dona les tenemenz, a ceo qil dist ; par quey nous &c.—*Herle.* Est ceo vostre fet ou noun ?—*Passelegh.* Nous grauntomz le fet, mes par ceo fet ne devomz garantir par les resouns avandiz.—HENGHAM. Il est feffe a tenir de vus par le service de quatre souz ; e par la resoun de la tenaunce e la rente devez garantir ; par quey garantez si vus voilez. — *Passelegh* garantist, e dist outre, qe la ou Alice porte ceo bref e suppose qe le tenaunt navoyt entre si noun pus le lees qe W. soun baroun de ceo en fit a un tiel a qy &c., la vus dit le priour qe lan vii. soun predecessour porta un bref de entre vers ceste Alice e W. soun baroun devant Sire Thomas de Weylond &c., a Westmestre &c., e cel tenement vers Alice e W. soun baroun recovera par jugement de la Curt le Roy, le quel jugement esta en sa force, nent &c. ; e demaundomz jugement si &c.— *Stal.* Par quel jugement ?—*Passelegh.* Par defaute &c.—*Stal.* E ceo bref nous est done par estatut[1] ou les tenemenz sunt recoverez par defaute ; e vus ne responez nent, e demaundomz &c.—*Passelegh.* Nous recoverames avant lestatut.—HENGHAM. Poet estre qe le priour recovera par jugement, e qe Alice e soun baroun pus reco-

[1] 13 Ed. 1. Westm. 2. c. 3.

A.D. 1303. recovered the tenements &c.—*Passelegh.* Let them say so.—*Stall.* The prior's predecessor recovered the tenements by judgment; but execution was not issued, and the prior's predecessor after the judgment released and quit-claimed &c. to Alice and W. her husband by this deed &c.—*Herle.* The prior vouches to warranty &c.—And the voucher was received.

§ Robert the son of William de Calley, and William, John and Henry his brothers, brought a "Quod per-"mittat" against John the son of John de Salfleteby, and counted by *Malmeth* in this form: Showeth to you Robert the son of W. de Calley, and William and John and Henry his brothers, by their attorney who is here, that John the son of John of Salfleteby, by his attorney &c., tortiously does not suffer them to have a way called Mikelstigate over his lands, namely, over sixteen acres of land, up to their lands at a place called the Mikelcroft, as they ought to have, that is to say, for carrying with carts and with waggons corn and hay, and for driving their beasts at all times of the year; and tortiously for this, that it is their right and their heritage, and whereof one of their ancestors, William by name, was seised as of fee and of right, namely, for driving his beasts, and for carrying with carts and with waggons his corn, hay, and manure at all times of the year, in time of peace, in the time of King Henry, father of our lord the King who now is, whom God preserve, took the esplees as by carrying his corn, hay, and manure, and by driving his beasts and taking other kinds of profits of the way amounting to half a mark and more, as of fee and of right: from William the right descended as it ought to Robert, Thomas, William, John, and Henry, as sons and heirs, by reason that the tenements to which this way is apendant are partible: from Thomas, because he died without heir of his

vererent les tenemenz &c. — *Passelegh.* Dient ceo.— *Stall.* Le predecessour le priour recovera les tenemenz par jugement; mes execucioun ne se fit poynt, e le predecessour le priour pus apres le jugement nous relessa e quiteclama &c. a Alice e W. soun baroun, e par ceo fet &c. — *Herle.* Le priour vouche a garantie &c. E le voucher fut resseu. A.D. 1303.

§ Robert le fiz William de Calley, William, Johan, e Henri ces freris porterent un "quod permittat" vers Johan le fiz Johan de Salfleteby, e counterent par *Malmeth* en ceste fourme: Ceo vus moustre Robert le fiz W. de Calley, William, Jon, e Henri ces freris par lour atourne qe cy est, qe Jon le fiz Johan de Salfleteby par soun atourne &c. atort ne lour seoffre aver un chemin qest apele Mikelstigate outre ces teris, nomement outre xvi. acres de tere taunke a lour teris a un lieu qest apele le Mikelcroft sicum aver deivent, cest a saver, a carier ov chares e ov charettis bles e feyns, e a chacer lour bestis par mi tut le an; e pur ceo atort, qe ceo est lour dreit e lour heritage, e dount un lour auncestre, William par noun, fut sesi cum de fee e de dreit, nomement a chacer ces bestis, e a carier ov chare e ov charettes ces bles feyns e fiens par mi tut le an, en tens de pes, en tens le Roy Henri pier nostre seignur qe ore est, qe Dieu garde; lesplees prist cum en cariaunt ces blees feyns e fiens, e en chasant ces bestis, e en altre manere de isseu de chemin mountant a demi mark e a plus, cum de fee e de dreit: de William descendi le dreit e devoyt discendre a Robert, Thomas, William, Jon, e Henri, cum a fiz e heirs, pur ceo qe les tenemenz a quey ceo chemin est apendaunt est departable; dount de Thomas, pur ceo qil morust

Quod permittat habere chiminum.

A.D. 1303. body, the right of his purparty descended as it ought to Robert, William, John, and Henry the demandants as brothers and heirs: and if John the son of John of Salfleteby will deny this, Robert, William, John, and Henry thereof have good suit and proof.—*Toutheby* denied tort and force and the right &c., and prayed oyer of the writ and of the Pone:—and there was a variance between the writ, which was "vis-" contiel," and the Pone;—and he prayed judgment of the variance. — *Malmeth.* You removed the writ out of the County Court, so that the Pone is of your own procuring; wherefore you shall take no advantage of the variance.—*Toutheby* denied and imparled, and came back and rehearsed his descent, and said, Sir, John the son of John &c., denies tort and force and the right &c., and will deny &c.; and it behoves, Sir, that we have your decision, for we tell you that the sixteen acres of land, over which land they claim to have the way, and the tenements to which they say this way is appendant were heretofore in the seisin of one Ouberd, after whose death the same tenements descended to Walter and John as sons and heirs of the said Ouberd, by reason of the tenements being partible; from Walter his purparty of the tenements descended to one John as son and heir; from John to John as son &c.; and from John to this John who now is tenant, and against whom this writ is brought. From John the brother of Walter his purparty of the tenements descended to one William as son; and from William to Robert, William, John, and Henry, who now demand; so that Walter, who was the great grandfather of John, was the brother of John the grandfather of the aforesaid Robert, William, John, and Henry &c.: therefore if the Court think that the mise of the Great Assise can be joined between persons so near in blood, seeing that each may be heir to the other, we will join the

sauns heir de sei, descendi le dreit de sa purpartie A.D. 1303.
e devoyt descendre a Robert, William, Johan e Henri, cum a freris e heirs qe ore demaundent; e si Johan le fiz Johan de Salfleteby le veolt dedire, Robert, William, Johan, e Henri en unt seute e derene bone. — *Toutheby* defendi tort e force e le dreit &c., e demaunda le oy del bref e del pone; e il i avoyt variaunce entre le bref qe fut viscontal e le pone; e demaunda jugement de la variaunce. — *Malmeth.* Vous remuastis le bref hors del counte, issi qe le pone est vostre purchace demene; par quey vus ne prendrez nul avantage de la variaunce. — *Toutheby* defendi, e enparla, e revint, e rehersa sa discente e dist, Sire, Johan le fiz Johan &c. defend tort e force e le dreit &c., e defendra &c.; e il covent, Sire, qe nous eumz vos avisemens, qar nous vus diomz qe les xvi. acres de tere, outre quel tere il cleiment aver ceo chemin, e les tenemenz a quey il diount ceo chemin estre apendaunt, furent en acun tens en la sesine un Ouberd, apres qy mort meisme les tenemenz discenderent a un Walter e Johan cum a fiz e heirs meisme celuy Oubèrd, pur ceo qe les tenemenz furent departables; dount de Walter descendirent les tenemenz de sa purpartie a un Johan cum a fiz e heir; de Johan a Johan cum a fiz &c.; e de Johan a cesti Johan qe ore est tenaunt e vers qy ceo bref est porte; dount de Johan le frere Walter discendirent les tenemenz de sa purpartie a un William cum a fiz; de William a Robert, William, Johan, e Henri qe ore demaundent; issi qe Walter qe fut le besael Johan fut frere Johan ael les avandiz Robert, William, Johan, e Henri &c.; dount si la curt vaye qe la mise de la graunt assise se poet joyndre entre si privez del saunk, pur ceo qe checun poet estre altri heir, nous joyndromz la mise volunters;

A.D. 1303. mise willingly; but if the Court think otherwise then we tell you that that William, from whose seisin they have taken their title, was never seised as of fee and of right after the time that the tenements were divided between John their grandfather and Walter our great-grandfather; and if they will deny it we will aver it.—*Malmeth.* This is a writ of Right, and we have offered suit and proof, to which you answer not; judgment &c. as undefended &c.—And then *Malmeth* imparled, and came back and said, Sir, whereas they have said that William our ancestor, from whose seisin we have taken our title, was never seised as of fee and of right after the time when the tenements were divided, we say that he was seised as of fee and of right, ready &c.—And the others said the contrary.

§ By your leave, the concord is this—that Thomas de Graundcurt acknowledges the tenements comprised in the writ to be the right of Edmund, and these he releases and quit-claims from him and his heirs to Edmund and his heirs for ever; and moreover Thomas and his heirs will warrant to Edmund and his heirs &c.—*Warr.* See here Adam Bacoun, who tells you that this fine ought not to be levied, for there is a writ of covenant here in Court pending between Adam and Thomas concerning the same tenements, which writ is of earlier date than the writ which Edmund obtained against the said Thomas.—But this objection was not allowed by HENGHAM, because one shall never be prevented from levying a fine.—Then said *Warr.*, Again Adam tells you that the fine ought not to be levied, for long before there was any covenant or bargain between Thomas and Edmund regarding these tenements, Thomas by his charter, which is here, gave and granted two third parts of the manor of Culmodestone to Adam Bacoun together with the reversion of the third part which is now in dispute, which third

e si noun, dount nous vus diomz qe celuy Willam de qy seisine il unt pris lour title ne fut unkes seisi cum de fee e de dreit puis le tens qe les tenemenz furent departiz entre Johan lour ael e Walter nostre besael; e sil le voilunt dedire, nous le volomz averer.—*Malmeth.* Ceo est un bref de dreit, e nous avoms tendu seute e derene, a quey vus ne responez nent; jugement &c. cum noun defendu &c. — E puis *Malmeth* enparla, e revint e dist, Sire, par la ou il unt dist qe William nostre auncestre de qy seisine nous avomz pris nostre title ne fut unkes seisi cum de fee e de dreit puis le tens qe les tenemenz furunt departis, qil fut seisi cum de fee e de dreit, prest &c.—Et alii contrarium. A.D. 1303.

§ La pes est icele, a vos coungez, qe Thomas de Graundcurt conust les tenemenz contenuz en le bref estre le dreit Edmound, e ces luy relesse e quiteclame de luy e de ces heirs a Edmound e a ces heirs a touz jours, e estre ceo, Thomas e ces heirs garauntirunt a Edmound e a ces heirs &c. — *Warr.* Veez cy Adam Bacoun qe vus dist qe ceste fin ne se deit lever, qar il i ad un bref de covenant cyns pendant entre Adam e Thomas de meisme ces tenemenz, le quel bref est de eine date qe ne seit le bref qe Edmound purchasa devers meisme celuy Thomas.—Mes ceo ne fut rien alowe par HENGHAM, par ceo qe homme ne purra mie desturber[1] a fin lever.—E puis dist *Warr.*, Unqore vus dist Adam qe la fin ne se deit lever, qar long tens avant ceo qil i avoyt nul covenant ou bargain entre Thomas e Edmound de ces tenemenz, Thomas par sa chartre, qe cy est, dona e graunta le deus parties del maner de Culmodestone a Adam Bacoun ensemblement ovesqe la reversioun de la tierce partie qe ore est en disbate, la quele tierce partie Gilis de Moun- Impedimentum cujusdam finis ne levetur.

[1] destre le, MS.

A.D. 1303. part Giles de Mounpuisoun [Mompesson] and Christiana his wife held as the dower of Christiana, and Giles on the assignment by Thomas attorned to Adam for his fealty, ready &c.; therefore as the right of the reversion vested by that attornment in Adam's person, and consequently Thomas entirely got rid of the right which he had in these tenements, we pray judgment if he who has no right ought to be permitted to make an acknowledgement to our disinheritance.—*Toutheby.* If you say nothing more than that he has no right in the tenements, then, since he only releases and quit-claims his own right, his acknowledgment made in that form cannot turn to your disinheritance. Moreover, no man can prevent another from releasing, and quit-claiming his right to whomsoever he will.—*Warr.* Since the right to the reversion vested in the person of Adam, Adam can in this Court acknowledge the same right to the reversion to be another's, and can give an estate by fine. Moreover, if Edmund, on the assignment by Thomas, had attorned for his fealty to Adam before you in this Court, and afterwards Thomas had wished to acknowledge the same tenements to be the right of Robert, you would not receive such an acknowledgment, for the Court ought no more to allow fine upon fine than assise upon assise where it can be informed of the thing; because it is a "final concord," which ought to hold good for ever: therefore as we will aver the attornment which was made on the assignment by Thomas, and consequently Thomas, who has no right, can give no estate to Edmund by his acknowledgment, we pray judgment if this fine, which can have no effect but which is defeasible, ought to be levied in this Court.—HOWARD. Thomas is here by attorney against Edmund only; say then against whom you would aver this assignment and this attornment.—*Warr.* Against him who is desiring to acknowledge to our disinheritance. — HOWARD. He is here by attorney

puisoun e Christiane sa femme tindrent cum le dower Christiene, e Giles par le assignement Thomas se atourna a Adam de sa fealte; prest &c.: dount desicum le dreit de la reversioun se vesti en la persone Adam par cele atournement, e par consequens Thomas nettement se osta del dreit qil out en ces tenemenz, demaundomz jugement si celuy qe nul nad deive estre reseu a nule conisaunce fere, en disheritauns de nous. —*Toutheby.* Si vus dites nent qil nul dreit en ces tenemenz nad, depuis qil ne fet altre choce forqe releice e quiteclaime soun dreit demene, sa reconisaunce en cele manere fete ne purra tourner en vostre disheritans. Estre ceo, nul homme poet altre vier qil ne puise a qy qil voile soun dreit relesser e quiteclamer.—*Warr.* Del oure qe le dreit de la reversioun se vesti en la persone Adam, si purra Adam meisme le dreit de la reversioun en ceste Curt conustre a altre, e estat par fin fere. Estre ceo, si Edmound se ust attourne a Adam en ceste Curt devant vus de sa fealte, par le assignement Thomas, e Thomas puis apres vousit conustre meisme les tenemenz estre le dreit Robert, vus ne resaiverez pas une tiele conisaunce, qar nent plus deit la Curt reseiver fin sur fin qe assise sur assise, par la ou la Curt poet estre asserte de la choce; e par la resoun qe cest "finalis concordia" qe deit final lieu tenir pur touz jours; dount desicum nous volomz averer le attournement fet par le assignement Thomas, e par consequens Thomas, qe nul dreit nad, nul estat a Edmound par sa reconisaunce fere ne poet, demaundomz jugement si ceste fin, qe nul effecte prendre ne poet eynz est defesable, deive en ceste Curt estre leve. — HOWARD. Thomas est cy par attourne taunt soulement vers Edmound; dites dounke vers qy voudrez vus averer ceste assignement e ceste attournement. — *Warr.* Vers celuy qe voelt conustre en nostre disheritansce. — HOWARD. Il est cy par attourne taunt A.D. 1303.

A.D. 1303. against Edmund only, and not against you.—*Herle.* We have seen cases where, when the attorney could not explain the matter in dispute, the principal has been made to appear.—BEREFORD. Whoever wishes to prevent a fine from being levied in the King's Court, must say in what respect the fine would hurt him if it were levied: and if this fine be levied it would not damage you to to the value of a glove; for since the fine purports to be only a release and a quit-claim, you have no occasion to put in your claim.—And notwithstanding this opposition which he made to the fine, the fine was engrossed.

§ Adam Bacoun sued out a "Quid juris clamat," by reason of a fine levied between him and Thomas de Grauntcourt, against one Giles de Mounpinson [Mompesson] and Christiana his wife, in order to compel them to come and show what right they claimed in the third part of the manor of Culmodestone.—*Toutheby.* Sir, you have heard how Giles &c. and Christiana &c. have been summoned &c. to show what right &c.; they tell you that that Thomas &c. who acknowledged the right of the reversions of the tenements which we held, as they say, to be the right of Adam Bacoun by a fine &c., by virtue of which fine we ought to claim, long before the levying of that fine granted, released, and quit-claimed to Edmund de Mounpinson, who was in seisin, all the right which he had in the said tenements, and this by a fine levied here; and since, then, Thomas entirely devested himself by that fine, we pray judgment if by any fine of later date, effected by him who has no right in the tenements, we are under any necessity to claim what right therein we have &c.—*Passelegh.* You do not answer our writ; for the writ directs you to show what right you claim in these tenements &c.: follow the writ &c.—Moreover, you allege a fine, to which fine

soulement vers Edmound e nent vers vus. — *Herle* A.D. 1303.
Nous avomz veu qe quaunt le attourne ne poeyt mie esplicer la choce qe chet en pley, homme ad fet venir le principal. — BEREFORD. Qy voelt desturber qe fin ne se leve en la Curt le Roy, il covent qil die en quey la fin luy purra nure si ele fut leve: et tut fut ceste fine leve, ele ne vus grevereyt ja a la valiaunce de un gaunt; qar de puis qe la fin ne voelt fors un reles e quitecleime, vus ne avez ja mestre de vostre cleime mestre. — E nemy countre esteaunt cele disbate qil mist en la fin, la fin se engrossi.

§ Adam Bacoun seuy un "quid juris clamat" hors de une note qe se leva entre luy e Thomas de Graunt-curt vers un Gilis de Mounpinson e Christiene sa femme, pur fere les venir a moustrer quel dreit il clamerent en la tierce partie del maner de Culmodestone. — *Toutheby.* Sire, vus avez bien entendu coment Gilis &c. e Christiene &c. sunt somouns &c. a moustrer quel dreit &c.; il vus diount qe celi Thomas &c. qe conust le dreit de la reversiounz des tenemenz qe nous tenomz a ceo qil diount a Adam Bacoun par une note &c., par vertue de quele note nous dusomz clamer, long tens avant cele note leve graunta, relessa, e quiteclama a Edmound de Mounpinson en la seisine meisme celuy Edmound tut le dreit qil avoyt en meisme les tenemens, e ceo par fin leve ceyns; e depuis dunke qe Thomas se osta de nette par celè fin, demaundomz jugement si par vertute de nul pees plus tardive treit par celuy qe nul dreit en avoyt, avomz mester a clamer quel dreit en avomz &c. — *Passelegh.* Vus ne responez pas a nostre [1] bref; qar le bref veolt qe vus moustrez quel dreit vus clamez en tiels tenemenz &c.: suivez le bref &c. Estre ceo, vuz allegez une fin, Quid juris clamat &c.

[1] MS. vostre

A.D. 1303. you are an entire stranger, and therefore show what right you claim &c. — *Est.* Giles and Christiana tell you that they claim nothing at present. — *Mutford.* They were tenants of the said tenements in right of Christiana's dower on the day when the acknowledgment was made, ready &c.—*Toutheby.* Thomas released and quit-claimed to Edmund, while the latter was in seisin, by the fine &c., which fine you yourself opposed, and while you were so opposing you supposed the tenancy to be in the person of Edmund; and we pray judgment if, in opposition to our disclaimer, you ought to be admitted to that averment. And on the other hand, you bring a writ of Entry on the statute against the said Edmund, which writ is still pending here, and by which writ you suppose the tenancy to be in him; and we pray judgment, as above. — *Warr.* To the writ of Entry Edmund may come and say that he has nothing in the tenements except for the term of the life of Christiana; so that although we would fix the fee on him by averment, we shall not be received to do so, by reason that by our purchase the immediate tenancy can not be supposed in his person. — BEREFORD. You are wrong; you will be received to fix on him the alienation in fee, whether he will or not; for the alienation in fee gives you an action, and consequently you shall be received to aver your action. — Moreover, since the right vested in the person of Edmund by Thomas's release and quit-claim, how will you show that any right could accrue to you by a subsequent fine levied by him who had no right? — *Mutford.* Thomas gave the reversion &c. to Adam &c. in pais by a charter, long before Thomas levied any fine; by virtue of which gift Giles attorned for his fealty; and we tell you that our writ of covenant was purchased long before Edmund's writ, and so we have sued by continuance of process. And moreover, we say that Giles and Christiana have been tenants

a quele fin vus estis tut estraunge, e pur ceo moustrez quel dreit vus clamez &c.—*Est.* Gilis e Christiene vus diount qil ne cleiment rienz quaunt a ore. — *Mutford.* Il furent tenauntz de meismes les tenemenz cum del dower Christiene le jour de la reconisaunce fete, prest &c. — *Toutheby.* Thomas relessa e quiteclama en la seisine Edmound par la fine &c., a quele fin vus meismes meistis disbate, par quele disbate vus supposats la tenaunce en la persone Edmound; e demaundomz jugement si encountre nostre desclame a cel averement devez estre reseu. E de altre part, vuz portez un bref de entre sur statut vers cely Edmound qe unqore est pendant ceyns, par quel bref vus supposez qe la tenaunce luy demort; e demaundomz jugement, ut supra. — *Warr.* Al le bref de entre Edmound poet venir e dire qil nad riens en les tenemenz si noun a terme la vie Christiene, issi qe mes qe nous luy attacheomz sur le fee par averement, nous ne seroms pas a ceo reseu, par quey qe par nostre purchace ne poet mie la tenaunce directe estre suppose en sa persone. — BEREFORD. Vus dites mal; vus serez reseu de attacher sur luy la alienacioun fet en fee, voil il ou noun: qar le alienacioun fet en fee vus donne accioun, e par consequent vus serez reseu de averer vostre accioun. Estre ceo, de puis qe le dreit se vesti en la persone Edmound par reles e la quiteclame Thomas, coment volez vus qe nul dreit vus acrest par une note plus tardive leve par cely qe nul dreit en avoyt?—*Mutford.* Thomas dona la reversioun &c. a Adam &c., en pais par une chartre, long tens avant ceo qe Thomas leva nule fin, par vertute de quel doun Giles se attourna de sa fealte; e vus diomz qe nostre bref de covenant fut long tens purchace avant le bref Edmound, e issi avoms suy par continuance de proces. E estre ceo, diomz qe Gilis e Christiene unt este tenauntz de meisme les A.D. 1303.

A.D. 1303. of the said tenements since the attornment in pais up to the day of our acknowledgment made; ready &c.— HOWARD. Your averment goes to avoid the fine levied to Edmund.—*Mutford.* The fine was null, if Edmund was not seised when the fine was levied.—BEREFORD. If Thomas wished to say that Edmund was not seised &c. when he released and quit-claimed to him by the fine, he would not be received to aver it, for that would be contrary to the statute; then, since Thomas would not be received to any averment which would go to avoid the fine, neither, consequently, shall you who claim estate through Thomas; for you can not be in a better condition. — *Herte.* Their statement and ours may be reconciled, for it may be that Thomas released and quit-claimed to Edmund by the fine, and that Giles and Christiana held the tenements on the day of our acknowledgment: then, since our averment is not contrary to their fine, we do not think that by virtue of this fine, to which our issue is not opposed, we ought to be ousted from our averment. Moreover, we have said that Edmund was not seised when Thomas released to him &c.; so that the fine was levied not in conformity with the deed, but at variance with the deed: and we tell you that our fine was levied in conformity with the deed; therefore we pray judgment if by that fine, which was levied at variance with the deed, our fine, which was levied on the gift and in conformity with the deed, ought to be delayed. And on the other hand, in fines priority ought not to be alleged, except where the fines are of one and the same force, and of one and the same thing, and of one and the same nature: now we tell you that one of the fines is levied on a release and quit-claim, and the other on a gift &c., so that they are of different force and nature; and we pray jugment if they can take any advantage by reason of the priority of that

tenemenz puis le attournement en pais taunke al jour de nostre recognisaunce fete, prest &c.—HOWARD. Vostre averement charreit en voydaunce de la fin leve a Edmound. — *Mutford.* La fin fut nule si Edmound ne fut nent seisi quaunt la fine se leva. — BEREFORD. Si Thomas vousit dire qe Edmound ne fut nent seisi &c. quaunt il luy relessa e quiteclama par la fin, il ne seroyt poynt reseu de mettre aveir, qar ceo seroyt encountre lestatut; depuis dunke qe Thomas ne seroit reseu a nul averement qe cherroyt en voydaunce de la fin, ne par consequent vus qe clamez estat par mi Thomas, qar de meliour estat ne devez estre.—*Herte.* Lour dist e nostre dist poet estre asemble qar il poet estre qe Thomas relessa e quiteclama a Edmound par la fin, e qe Gilis e Christiene tindrent les tenemenz le juor de nostre reconisaunce; depuis dunke qe nostre averement nest mie contrarie a lour fin, ne entendomz mie qe par vertute de ceste fin, a quey nostre isseu ne se contrarie poynt, devomz de nostre averement estre ostes. Estre ceo, nous avomz dist qe Edmound ne fut nent seisi quaunt Thomas luy relessa &c., issi qe la fin ne se leva poynt solum le fet, eyns disacordaunt al fet; e vus diomz qe nostre fin se leva solum le fet; dount nous demaundoms jugement si par cele fin, qe se leva ausi contrarie al fet, deive nostre fin quest leve sur le doun e solum le fet estre retarge. E de altre part, priorite des fins ne deit mie estre allege, mes la ou les fins sunt de une meisme force e de une meisme choce, e de une meisme nature: ore vus diomz qe la une fine est leve sur un reles e quiteclame, e lautre fin sur un doun &c.; issi qil sunt de divers forces e nature; e si demaundomz jugement sil pusent nul avantage prendre par resoun de priorite A.D. 1303.

A.D. 1303. fine which is of a different kind from ours, or if by reason of that priority they can oust us from our averment. — BEREFORD. Although the fines differ in form, one fine shall annul the other.—*Scrop.* After the attornment in pais by Giles and Christiana, Thomas could not have avowed a distress upon Giles and Christiana, because he had devested himself of the seignory, and consequently devested them of their tenancy to him; and he who has executed a deed may ratify the same, but not make another deed; therefore since Thomas, by the acknowledgment, ratified to us his deed made to us in pais, we do not think that by any deed made in the mesne time (which deed ought not to have any weight) he ought to delay this attornment, or oust us from the issue which we have offered in this plea.—BEREFORD. If you have had an attornment in pais, why do you wish to have it here in Court?—*Warr.* To make sure Adam's estate; because Christiana is a married woman &c.—BEREFORD. Will you attach the tenancy on Giles and Christiana, or will you hold to the attornment made in pais, and thereon abide judgment.—*Mutford.* If we were to bring a writ of Waste, it would behove us to bring it against Giles and Christiana.—*Scrop.* This is a "Quid juris clamat," where they ought to say (whatever they choose to say) why they ought not to attorn, and we will say whatever we could say why they ought to attorn, so that we will not hold to one exception, but to whatever we can say.—HOWARD. If we take an Inquest on the attornment made in pais, and it be found that they attorned, will you then have an attornment again by judgment? (as though imitating the negative;) or if the verdict be the other way, do you think thereby to have an attornment? (intimating the negative).—*Warr.* Yes, in order to prevent inconvenience; for the attornment in pais holds good as long as Giles and Christiana both live;

de cele fin qest de altre nature qe nest nostre fin, ou par resoun de cele priorite nous de nostre averment oster.—BEREFORD. Tut seynt les fins de divers fourmes, la une fin anentira lautre.—*Scrop.* Apres le attournement Gilis e Christiene en payis, Thomas ne poeyt aver avowe nule destresse sur Gilis e Christiene, pur ceo qil se avoyt oste de nette de la seignurie, e par consequent eus de sa tenaunce; e celuy qe ad fet un fet, il purra meisme le fet ratifier, e noun pas altre fet fere; dount depuis qe Thomas nous ad ratifie soun fet qil nous fit en pais par la reconisaunce, nentendomz mie qe par nul fet qest fet en le mene tens, le quel fet nul lieu deit tenir, deive cest attournement retarger, ou nous del isseu qe nous avomz en ceo pley tendu oster.—BEREFORD. Si vus avez eu le attournement en pais, pur ceo le voilez aver ceyns.—*Warr.* Pur enseurer lestat Adam, pur ceo qe Christiene est entre les bras soun baroun &c.—BEREFORD. Volez attacher sur Gilis e Christiene la tenaunce, ou vus volez prendre a le atturnement fet en pays, e par la demorer en jugement?—*Mutford.* Si nous dusomz porter un bref de Waste, il nous covendreit porter vers Gilis e Christiene.—*Scrop.* Ceo est un "quid juris clamat" ou il deivent dire, quaunke qil se voud dire, pur quey il ne se deivent atturner; e nous dirromz, quaunke nous savomz dire, pur quey il se deivent atturner, issi qe nous ne tendromz pas a une excepcioun, mes a quaunke qe nous savomz dire.—HOWARD. Si nous preisomz enqueste sur le atturnement fet en pais, e trove fut qe il se atturnerent, volez dunke aver le atturnement altrefoyez par agarde? (quasi &c. quod non;) ou trove fut le contrarie par verdit, quidez par taunt aver le atturnement? (quod non &c.)—*Warr.* Pur meschef, oil &c.; qar le atturnement en pais vivant Gilis e A.D. 1303.

A.D. 1303. but if Christiana survive Giles and obtain a quit-claim from Thomas de Graundcurt, when she is unmarried she will be in by inheritance, notwithstanding the attornment made whilst she was coverte, and Adam would be disinherited.—*Brabazoun.* But if Giles survive, the attornment is good enough.—*Warr.* Now take the contrary case, that Christiana survives &c. —BEREFORD. They tell you that you, by your writ which you have here, wish to fix the tenancy in the person of Edmund, and you suppose that you have an action by reason of their contumacy, and this is germane to their disclaimer.—*Passelegh.* If I bring a writ against N. de Warr. concerning a tenement, and another writ against J. de Mutford concerning the same tenement, Mutford shall not abate my writ for that &c. — BEREFORD. Giles &c. and Christiana &c. are summoned in this Court &c.; (and he rehearsed the whole plea, and said,) Adam Bacoun has admitted the attornment made in pais, and to have two attornments for one and the same thing by one and the same person would be inconvenient &c.; and on the other hand, Giles and Christiana have said that they have nothing at present, and since they themselves devest themselves of the tenancy, we have not often seen that a person has been received to fix the tenancy on them; but in a suit for customs and services in a "per quæ servicia" if the tenant say that he held by the service of a rose &c., the other shall be admitted to fix upon him (a tenancy) by an averment that he holds by other services, (and that has only been the law within these fifteen years): and to the disclaimer by Giles and Christiana the writ which Adam has now pending is germane, for the writ supposes the tenancy to be in Edmund Mounpuison; and on the other hand, by the writ which Adam has brought, he supposes that he has an action, by reason of the contumacy and forfeiture of Giles

Christiene est asseez bon; mes si Christiene survive Gilis, A.D. 1303.
e purchace quiteclame taunke cum ele est sole de Thomas de Graundcurt, ele sera enherite ne acontrariant le atturnement fet taunke cum ele fut coverte, e seroit Adam disherite.—*Brabazoun.* Mes si Gilis survive, le atturnement est asseez bon.—*Warr.* Ore prenez le revers, qe Christiene survive &c.—BEREFORD. Il vus diount qe vus par vostre bref qe vus avez ceyns volez attacher la tenaunce en la persone Edmound, e supposez qe vus avez accioun par resoun de lour contumacie, e ceo est prone a lour desclame.—*Passelegh.* Si jeo porte un bref vers N. de Warr. de un tenement, e un altre bref vers J. de Mutford de meisme le tenement, Mutford ne abatera pas moun bref pur ceo &c.—BEREFORD. Gilis &c. e Christiene &c. sunt somouns en ceste curt &c.; e rehersa tut le plei, e dist, Pur ceo qe Adam Bacoun ad conu le atturnement fet en pais, e de aver deus atturnements de une meisme choce e de une meisme persone seroit inconvenient &c.; e de altre part, Gilis e Christiene unt dist qil ne unt riens quaunt aore, e depuis qil meismes se disafeblent de la tenaunce, nous ne avomz mie sovent veu qe homme ad este reseu de les attacher sur la tenaunce; mes en coustumes e services en un "per que servicia," si le tenaunt die qil tynt par le service de une rose &c., lautre sera reseu de attacher sur luy par averement qil tent par altres services, e cele lay nast este use forqe ia de novel denz ces quinse aunz; e a le desclame Gilis e Christiene, le bref qe Adam ad pendant est prone, qar le bref suppose la tenaunce en Edmound Mounpuison; e de altrepart, par le bref qe Adam ad porte il suppose qil ad accioun vers Edmound par resoun de la contumacie e la forsfeture

A.D. 1303. and Christiana, to dereign the demesne; and by this writ which proceeds out of the note (of the fine) he supposes that he has another action to dereign the attornment of Giles and Christiana; and to have two actions for one and the same thing at one time against divers persons would be an inconvenience in law; wherefore the Court adjudges that Giles and Christiana go quit without day &c., and that Adam prosecute his action in another way to the best of his knowledge and power.

§ Richard de Hothum and Avice his wife brought a writ of Ael against one Avice, who was the wife of Thomas de Naivorst, on the death of the said Thomas, and demanded certain tenements, and said that he died seised in his demesne &c.—Avice the tenant came into Court, and vouched to warranty herself and Dionisia her sister, as daughters and heir of one James de Mideltone, and afterwards they came into Court.—*Toutheby.* See here Dionisia who is vouched to warranty; by virtue of what do you vouch her?—*Herle.* See here the deed of James your ancestor, whose heir Dionisia and Alice are, which deed contains a warranty.—And the specialty ran thus, viz., that the said James had given to one William, the second husband of Avice, the vouchor &c., and to the said Avice a bovate of land and a toft in Mideltone, by the words "dedi &c.;" and the same specialty afterwards stated that the said James had granted and confirmed two bovates of land in Mideltone and two bovates of land in Meswike which he had previously given to the same Avice in marriage, and by these words, "I have "granted and by this present &c. have confirmed to the "said William and Avice four bovates of land in "Mideltone and Meswike &c., which I had before "given to the said Avice in marriage;" and at the end of the specialty was a clause of warranty.—*Toutheby*

Gilis e Christiene a derene le demene, e par cesti bref qe ist hors de la note il suppose qil ad altre accioun a derener le atturnement Gilis e Christiene; e de aver deus acciouns de une meisme choce en un tens vers divers persones seroit inconvenient de lay; pur ceo agarde la Curt qe Gilis e Christiene ailent quites sauns jour &c.: e Adam seuye sa accioun par altre voye a meuz qil la seit e poet. A.D. 1303.

§ Richard de Hothum e Avice sa femme portent un bref de Ael vers une Avice qe fut la femme Thomas de Naivorst de la mort meisme celuy Thomas, e demaunda certein tenemenz, e dist qil morust seisi en soun demene &c. — Avice qe fut tenaunte vint en curt e voucha a garantie luy meismes e une Dionise sa soer cum files e heir un James de Mideltone; puis apres vindrent en Curt.—*Toutheby.* Veez cy Dionise qe est vouche a garantie; par quey la vouchez? — *Herle.* Veez cy le fet James vostre auncestre, qi heir Dionise e Avice sunt, le quel fet veolt garantie.—E lespecialte fut tiel, qe celuy James avoyt done a un William le secunde baroun meisme cele Avice qe voucha &c., e a meisme cele Avice une bove de tere e une toft par le dedi &c. en Mideltone; puis fut compris dens meisme lespecialte qe celuy James avoyt graunte e confirme deus boves de tere en Mideltone e deus bouefs de tere en Meswike, les quels il avoyt avant done a meisme cele Avice pur la marier, e par tiels paroles, concessi et hoc presenti &c. confirmavi eidem Willelmo et Avicie quatuor bovatas terre in Mideltone et Meswike &c., quas prius dederam predicte Avicie ad se maritandam: e en la fin del especialte clause de garantie.—*Toutheby* demanda le oy del fet e le avoyt: Ael.

A.D. 1303. prayed oyer of the deed and had it; and then said, Sir, you have heard how James, by whose deed &c., granted and confirmed by the deed which they put forward four bovates of land, which he had previously given to Avice, as the specialty shows; therefore as to those four bovates of land, they are the two bovates of land demanded by this writ, and are no more than what are comprised in that specialty; thereupon we tell you that it can not be denied that the two bovates of land which are now demanded were heretofore in the seisin of the same James who gave the same two bovates of land, and the other two bovates which are not demanded at present, to the same Thomas, on whose death this writ is brought, and to the same Avice against whom this writ is brought &c., to hold to them and their heirs in frank-marriage; Avice survived Thomas, and holds these tenements by the aforesaid gift; therefore we pray your judgments if, by virtue of that gift which was made to Thomas and Avice in Thomas's time, and which is of earlier date and of a higher kind, we ought to warrant on this writ, which is based on a [right of] action [arising out of matter] lower in degree. Moreover, the specialty which they put forward aids our plea, for the specialty witnesses that these tenements were previously given to Avice; and we pray judgment &c.—*Herle.* Admit or deny the deed.—*Toutheby.* We can not deny the deed, but we tell you that the deed is a confirmation, and there is no word of gift in the deed, and it witnesses that the gift had been made previously; and we tell you that the gift is of higher degree, and the writ is brought on a [right of] action [arising out of matter] lower in degree; and we pray judgment &c.—*Herle.* And we pray judgment if, since you have admitted the deed of your ancestor which contains a warranty, you ought not to warrant.—*Toutheby.* As before.—*Herle.* Sir, we tell

Sire, vus avez bien entendu coment James par qy fet A.D. 1303.
&c. ad graunte e confirme par le fet qil mettent avant, quatre boves de tere qil avoyt avant done a Avice ausi cum lespecialte le prove; dount quaunt a celes quatre boves de tere si sunt les deus boves de tere demaundez par cesti bref, e nent plus qest compris dens cele especialte; dount vus diomz nous qe ne poet estre dedit qe les deus boves de tere qe ore sunt demaundez ne furent en acun tens en la seisine meisme celi James qe dona meisme les deus boves de tere, e les altres deus boves qe ne sunt pas en demaunde quaunt a ore, a meisme celi Thomas, de qy mort cesti bref est porte, e a meisme cele Avice vers qy cesti bref est porte &c., a eus e a lour heirs en fraunc-mariage; dount Avice survesqy Thomas, e tent ces tenemens par le doun avandit; dount nous demaundomz vos jugemenz si par vertue de cel doun qe fut fet a Thomas e Avice en tens Thomas qest de eyne date e plus haut, devomz en cesti bref garantir qest funde sur accioun plus bas. Estre ceo, lespecialte qil mettent avant est eydant a nostre dist, qar lespecialte testmone que ces tenemenz furent avant donez a Avice; e demaundomz jugement &c. — *Herle.* Grauntez le fet ou dedites. — *Toutheby.* Nous ne poumz dedire le fet, mes nous vus diomz que le fet est un confirmement, e il nad pas doun en le fet, e testimone le doun estre fet a devant; e vus diomz que le doun est de plus haut, e le bref est porte de accioun plus bas; e demaundomz jugement &c. —*Herle.* E nous jugement, de puis que vus avez conu le fet vostre auncestre, le quel fet veolt garantie, si garantir ne devez. — *Toutheby.* Ut prius.—*Herle.* Sire,

A.D. 1303. you that, although the specialty do not contain words of gift, the same tenements were in the seisin of James, whose deed we have put forward, after the death of Thomas, on whose seisin this writ is brought, and that they passed by the specialty which we have put forward; ready &c.—*Toutheby.* That is only collusion, for Alice might have abated the writ by reason of her being joint-feoffee with Thomas.—HENGHAM. You have admitted the deed of your ancestor, which contains a warranty; and although the gift was a deed higher in degree, the deed which you have admitted was later and lower: for if I now give you a tenement, and twenty years hence confirm to you the same gift and bind myself to warranty, ought I not to be bound to warranty by my confirmation, although the gift was made previously? (intimating that he ought.) Wherefore answer if you will warrant. — *Toutheby.* If you think that I ought to warrant.—HENGHAM. If you abide our judgment it will be at your peril. (As though he meant that if *Toutheby* would abide judgment, and the judgment were adverse to him, the demandants would have recovered immediately what they demanded &c.) —*Toutheby* went out to imparl; and returned &c., and said, Saving to us our plea, and if you think that, to avoid danger, Dionisia ought to warrant, she will willingly warrant; for she has a [right of] action to bring the tenements for which she is vouched to warranty into hotchpot with the tenements which descended to Dionisia and Avice, and to dereign her purparty as well of all the tenements which were given to Avice before the death of James, as of the tenements which descended &c., because the reversion is saved; for we have learned and well know that in every case where the reversion is saved, all the tenements which are given to one parcener, before the death of the common ancestor, will come into hotchpot with the other tenements

nous vus diomz qe coment qe le especialte ne testi- A.D. 1303.
mone nul doun, qe meisme les tenemenz furent en la seisine James, qy fet nous avomz mis avant, puis la mort Thomas de qy seisine cesti bref est porte, e passerent par lespecialte qe nous avomz mis avant, prest &c.—*Toutheby.* Ceo nest forqe collusioun, qar Avice poeit aver abatu le bref pur ceo qele fut joynt feffe ov Thomas.—HENGHAM. Vus avez conu le fet vostre auncestre qe voelt garantie; e coment qe le doun fut fet plus haut, le fet qe vus avez conu est plus tardif e de plus bas; qar si jeo vus donne un tenement ore, e de cy qe a vint aunz jeo vus confirme meisme le doun e me oblige a garantie, ne dei jeo estre lie a la garantie par moun confirmement pur ceo qe le doun fut fet avant? (quasi &c. quod sic:) pur ceo responez si vus volez garantir.—*Toutheby.* Si vus veez qe jeo dei garantir.—HENGHAM. Si volez atendre nostre jugement en vostre peril. (Quasi diceret, sil ust demore en jugement, e le jugement se ust fet encountre luy, les demaundans usent recovere maintenant lour demaunde &c.)—*Toutheby* issit de enparler &c., e revint &c., e dist, Sauve nous seit ceo qe nous avomz dit, e si vus veez pur meschef qe Dionise deive garantir, ele garantira volunters, qar ele ad accioun a mener les tenemenz dount ele est vouche a garantie en hochepot ov les tenemenz qe discenderent a Dionise e a Avice, e derener sa purpartie ausi bien de touz les tenemenz qe furent donez a Avice avant la mort James cum des tenemenz qe discenderent &c., pur ceo qe la reversioun est sauve; qar nous avomz apris qe bien savomz qe touz les tenemenz qe sunt donez a la une parcenere avant la mort le comun auncestre cherront en hochepot ovesqe les altres tene-

A.D. 1303. which descend after the death of the common ancestor. —*Herle.* By what writ can she bring the tenements into hotchpot?—*Toutheby.* By the writ "de rationabili parte."—HENGHAM. If the parcener to whom the tenements are given before the death of the ancestor, where the reversion is saved, demand from her parcener her purparty of the tenements which descend after the death of the ancestor, her parcener against whom the writ is brought will, by exception, hold at bay her parcener the demandant, unless the parcener demandant will put the tenements which she has of the gift of the common ancestor, into hotchpot with the tenements which have descended &c.; but if the other parcener will bring into hotchpot the tenements given by the ancestor, I do not know by what law she will succeed.—*Herle.* By no law and by no writ &c.—*Toutheby.* Why shall she not recover by the writ "de rationabili parte" &c.? And if she ought to warrant in such case, she would be for ever barred both from the supposed reversion and from bringing the tenements into hotchpot.—BEREFORD. There is a word in the writing which you can make use of to counterplead the warranty; the confirmation which they have put forward is made to William and Avice, of tenements which were previously given to Avice; therefore the confirmation will not change the nature of the preceding gift; and so, if William and Avice have vouched you jointly, according to the terms of the confirmation, you can rid yourself of the warranty, for you ought never to warrant otherwise than in accordance with the nature of the preceding gift &c. And note &c.—*Herle.* The writ is brought against Avice alone, and she has vouched singly &c.—BEREFORD (as to the first matter) Whenever tenements descend from the common ancestor, and one parcener enters on the entirety, she shall well keep out her parcener if her parcener will not cast into hotchpot

menz qe descendent apres la mort le comun auncestre A.D. 1303.
en chescun cas la ou reversioun est sauve. — *Herle.* Par quel bref deit ele mener les tenemenz en hochepot? — *Toutheby.* Par bref de renable partie. — HENGHAM. Si la parcenere a qy tenemenz sunt donez avant la mort le auncestre la ou reversioun est sauve seit a demaunder sa purpartie des tenemenz qe descendent apres la mort le auncestre vers sa parcenere, sa parcenere vers qy le bref est porte tendra sa parcenere qest demaundante hors par vey de excepcioun, si la parcenere qest demaundante ne voile mettre en hochepot les tenemenz qele ad del doun le comun auncestre ovesque les tenemenz qe sunt escheu par discent &c.; mes si lautre parcenere voile mener les tenemenz en hochepot qe sunt donez par le auncestre, jeo ne sai par quele lay ele avendra. — *Herle.* Par nule lay ne par nul bref &c.—*Toutheby.* Pur quey ne recovera ele pas par bref de renable partie &c.? E si ele dust garantir en tiel cas, ele serroit forbarre a touz jours, e de reversioun qest suppose, e de mener les tenemenz en hochepot.—BEREFORD. Il i ad une parole en lescrit par quey vus poez eyder de contrepleder la garantie; le confirmement qil unt mis avant est fet a William e a Avice des tenemenz qe avant furent donez a Avice; dount le confirmement ne chaungera mie la nature del doun precedent; par quey si William e Avice vus unt vouche jointement solum le confirmement, vus poez disavoluper de la garantie, qar vus ne devez james garantir mes solum la nature del doun precedent &c.—*Et nota &c.*—*Herle.* Le bref est porte vers Avice sole, e ele ad vouche sole &c.—BEREFORD (ad primam materiam) A quel oure qe tenemenz discendent de par le comun auncestre, e la une parcenere purra entrer lentier, ele tendra bien hors sa

A.D. 1303. the tenements which she had of the gift of the ancestor. —HENGHAM. Answer, will you warrant?—*Toutheby.* Sir, we warrant; but we tell you that Dionisia and Avice warrant according to the form of the gift in frank-marriage. Count against us.—And they counted &c. —*Toutheby.* Sir, whereas they say that Thomas died seised in his demesne as of fee, we say that he had nothing unless jointly with Avice in frank-marriage; ready &c.—*Herle.* Thomas died seised in his demesne as of fee, ready &c.—And so to the country &c.

§ Henry Wardedieu brought his Replevin against Stephen Rabat and Alice his wife, and said that they had tortiously taken his beasts, to his damage &c.— *Tiltone.* Sir, we tell you that this Henry, while this writ was pending, brought an assise of "novel dis- "seisin" against Stephen and Alice &c., and complained of being disseised of his common of pasture in the same place where this seizure was made, by which assise he recovered his common and his damages; and this taking was the cause of his bringing the assise, and he recovered damages in respect thereof; so we pray judgment if, since they have recovered damages once by the assise &c., they can again by this writ recover damages for the same thing.—*Asseby.* How will you aver what you say.—*Tiltone.* By the Record.—MALLORE. Forasmuch as it is found by the Record that Henry recovered damages by the assise &c., for this seizure, while this writ was pending, the Court adjudges that Stephen and Alice go quit, and that Henry have his beasts quit, and be in mercy.

§ Note, that the tenant shall be received to aver that the summons was made later than the sheriff by his return states it to have been made, *per* HENGHAM.

§ Note, that if two men deposit a charter with a third person for safe custody, to be re-delivered to both

parcenere si sa parcenere ne voile gettre les tenemenz en hochepot qele avoyt del doun le auncestre.—HENGHAM. Responez, volez garantir? — *Toutheby.* Sire, nous garantisomz, mes nous vus diomz qe Dionise e Avice garantisent solum la fourme del doun en fraunc-mariage. Countez vers nous.—E counterent &c.—*Toutheby.* Sire, par la ou il diount qe Thomas morust seisi en soun demene cum de fee, il navoyt rienz si noun joynt ov Avice en fraunc-mariage, prest. — *Herle.* Qe Thomas morust seisi en soun demene cum de fee, prest &c.—Et sic ad patriam &c. A.D. 1303.

§ Henri Wardedieu porta soun Replevin vers Estevene Rabat e Alice sa femme, e dit qe atort avoyt pris ces avers, a ces damages &c.—*Tiltone.* Sire, nous vus diomz qe cesti Henri, pendant cesti bref, porta un assise de novel disseisin vers Estevene e Alice &c., e senpleint estre disseisi de sa comune de pasture de meisme la place ou ceste prise fut fete, par quele assise il recovera sa comune e ces damages; e ceste prise fut cause pur quey porta la assise, e de ceo recovera il damages; dount demaundomz jugement de puis qil unt recovere damages une foyez par assise &c., si de meisme la choce pusent altrefoyez par cesti bref recoverer damages.—*Asseby.* Coment volez averer vostre dist.—*Tiltone.* Par Record.—MALLORE. Pur ceo qe trove est par Record qe Henri recovera damages par la assise &c., e de ceste prise, pendant cesti bref, si agarde ceste Curt qe Estevene e Alice ailount quites, e qe Henri eyt ces avers quites, e seit en la mercy. Replevin.

§ Nota, qe le tenaunt sera reseu de averer la somouns estre fete plus tardif qe le viscounte ne testmone par soun retourn, par HENGHAM. Nota.

§ Nota, qe si deus hommes eyent baile a le tierce une chartre a garder, a rebailer a eus deus, le un ne Nota.

A.D. 1303. of them, one of the two shall never be received without the other, and shall never have an action without the other &c.

§ Alice de Lund was attached to answer the Prior of St. Andrew of York, to show wherefore she tortiously took his beasts &c., namely, six oxen &c.—*Asseby* avowed the taking to be rightful &c., by reason that the said prior holds of her the tenements where the seizure was made &c., by homage and by fealty and by escuage, that is to say &c., and by the service of four pence yearly, and by suit to her court &c., of which services she herself was seised by the hand of one Geoffrey, predecessor of this said prior, as &c.; and forasmuch as the homage was in arrear &c., she avows &c. in respect of the four oxen; and forasmuch as there were sixteen year's arrears of the four pence on the day of the seizure, she avows the taking &c. in right of the two other oxen. — *Mutford.* Sir, we tell you that the tenements where the seizure was made were heretofore in the seisin of one Jordan de T., who held the same tenements of one Robert de Chausi; which Jordan gave these tenements to one Geoffrey, predecessor of this prior, to hold to him and to his successors in pure and perpetual alms; and afterwards Robert de Chausi granted and confirmed to the said prior to hold in manner aforesaid; (and he put forward two specialties showing what he said;) and we tell you, moreover, that the said Alice has no estate in this vill, unless through one Thomas de Chausi, son and heir of that Robert whose deed we have produced; therefore we pray judgment if she can demand any service in respect of these tenements or make avowry. —*Asseby.* Answer whether you hold of us or not; and answer to our seisin; we will aver our seisin.—*Mutford.* We have put forward the deed of Robert father of Thomas whose heir &c., and you have no estate unless through Thomas; answer to the deed. — *Herle.* We

sera james reseu sauns le altre, ne avera james accioun A.D. 1303.
saunz le altre &c.

§ Alice de Lund fu attache a respoundre a le priour de Seint Andreu de Ebor, a moustrer pur quey atort prist ces avers &c., nomement vi. bouefs &c. — *Asseby* avowa la prise dreiturale &c., par la resoun qe meisme cesti priour entent de luy les tenemenz ou la prise fut fete &c., par homage e par fealte e par escuage, cest a saver &c., e par le service de quatre deniers par an, par seute a sa curt &c., des quels services ele meisme fut seisi par my la meyn un Geffrai predecessour cesti priour, cum &c.; e pur ceo qe le homage si fut arer &c., si avowe il &c. en dreit de les quatre bouefs; e pur ceo qe les quatre deniers si furent arer le jour de la prise fete par xvi. aunz, si avowe il la prise &c., en dreit de les deus bouefs.—*Mutford.* Sire, nous vus diomz qe les tenemenz ou la prise fut fete furent en acun tens en la seisine un Jordan de T., qe tynt meisme les tenemenz de un Robert de Chausi, le quel Jordan dona ces tenemenz a un Geoffrai predecessour cesti priour, a tenir a luy e a ces successours en pure e perpetuele almoyne; e puis apres Robert de Chausi graunta e confirma a meisme celuy priour a tenir en la manere avandite; (e mist avant deus especialtes qe testmonerent ceo qil avoyt dist;) e vus diomz outre qe cele Alice nul estat ad en cele vile, si noun par mi un Thomas de Chausi fiz e heir meisme celi Robert qi fet nous avomz mis; dount nous demaundomz jugement si ele puise nul service de ces tenemenz demaunder ou avowerie fere.—*Asseby.* Tenez de nous ou noun? responez, e qe responez a nostre seisine; nous volomz averer nostre seisine.—*Mutford.* Nous avomz mis avant le fet Robert piere Thomas qi heir &c., e vus ne avez nul estat si noun par mi Thomas; qe responez al fet.—*Herle.* Nous poumz pleder Replevin.

A.D. 1303. can plead of the estate of Thomas, but we can not plead to the deed which you have put forward, for we are strangers; but we will aver Thomas's seisin of the services together with our own seisin, and we pray judgment if our avowry be not sufficiently good &c.— HENGHAM. She ought not in this case to be in a better condition than Thomas her feoffor would be; but Thomas cannot avow &c. in opposition to the deed of his father whose heir &c., no more can the woman.— *Herle.* I will not grant you that Thomas would not be received to aver his own seisin notwithstanding the deed of his father; and although he were prevented by the deed of his father from averring his own seisin, that would be no wonder, for he could plead directly to the deed either by admitting the deed or denying it; and in that respect we are in a better condition than Thomas would be; for whereas he could only aver his own seisin, we shall be received to aver his seisin and our own seisin. — HENGHAM. Have you anything else to say?—*Herle* went out to imparl &c. —*Asseby.* Sir, we tell you that one Geoffrey, a predecessor of this prior, held these tenements of one Walter de Grai by the services aforesaid; Walter was seised by the hand of that prior as by &c.; which Walter held these tenements in service of Thomas de Chausi; Walter was a bastard and died without heir of his body; whereby the seignory of the services came into the hands of Thomas as his escheat; Thomas was seised by the hand of the said prior, as by &c.; and afterwards granted to us the same seignory of the services, and we were seised by the hand &c. of that prior &c., and afterwards &c. by the hand of this prior who now complains; and since we have shown how Thomas was seised and by what right, and we will aver the seisin of Thomas our feoffor and our own seisin, we pray judgment if our avowry be not sufficiently good &c. — BRABAZOUN. Will you aver

de lestat Thomas, mes nous ne poumz mie pleder al fet qe vus avez mis avant, qar nous sums estraunges; mes nous volomz averer la seisine Thomas des services ovesqe nostre seisine, e demaundomz jugement si nostre avowerie ne seit asseez bone &c.—HENGHAM. De meliour [estat] ne deit ele estre en ceo cas qe ne seroit soun feffour Thomas; mes Thomas encountre le fet soun pere qi heir &c. ne poeyt avower &c., ne par consequent la femme.—*Herle.* Jeo ne vus graunterai pas qe Thomas ne seroit reseu de averer sa seisine demene nemie encountre esteant le fet soun piere; e mes qil fut forclos par le fet soun piere de averer sa seisine demene, ceo ne seroit pas merveile, qar il poeit pleder directe al fet, ou a graunter le fet ou a dedire; e en taunt sums nous de meliour estat qe ne seroit Thomas; qe par la ou il ne poeit forqe averer sa seisine demene, nous seromz reseu de averer sa seisine e nostre seisine demene.—HENGHAM. Volez altre choce dire?—*Herle* issit de emparler &c.—*Asseby.* Sire, nous vus diomz qe un Geoffrai, predecessour cesti priour, tynt ces tenemenz de un Walter de Grai par les services avandiz; Walter seisi par mi la mein cely priour, cum par mi &c.; le quel Walter tynt ces tenemenz en service de Thomas de Chausi; Walter fut bastard e morust sauns heir de sei; par quey qe la seignurie des services devynt en la meyn Thomas cum sa eschete: Thomas seisi par mi la mein meisme cely priour, cum par mi &c.; puis nous graunta meisme la seignurie des services, e nous seisis par mi la mayn &c. cely priour &c., e puis &c. par mi la mayn cesti priour qe ore senpleynt: e depuis dunke qe nous avomz moustre coment Thomas fut seisi e par quel dreit, e nous volomz averer la seisine Thomas nostre feffour e nostre seisine demene, demaundomz jugement si nostre avowerie ne seit asseez bone &c.—BRABAZOUN. A.D. 1303.

A.D. 1303. the seisin of Walter de Grai &c.? — *Herle.* Sir, we cannot aver the seisin of Walter, for that does not lie in our mouth; but we have shown by what title our feoffor Thomas came to the seignory. — HENGHAM. The statute says that no man shall be distrained contrary to the form of his feoffment.—*Herle.* Yes, for the purpose of compelling suit. — HENGHAM. What do you understand by that phrase "nor for any other "&c."? — HOWARD. If Walter de Grai enlarged for himself a seignory by excessive distress on the prior who perchance attorned to him for these services, do you think that thereby that Prior could of his own will charge the right of his church? (as though intimating the negative;) for in like manner as an abbot or a prior cannot alien a thing belonging to his church without the assent of his convent, no more can he charge it. — *Herle.* The prior then discharges himself by another mode, namely by the "ne vexes." — BRABAZOUN. It seems that it is not your fee where you have distrained; and according to his plea he is not your tenant. — *Herle.* Then he can safely disclaim; let him disclaim then. — BRABAZOUN. He can discharge himself otherwise.—*Herle.* He ought to discharge himself if he does not hold of us.—BRABAZOUN. They wish to say that you shall not be admitted to aver your own seisin, since you have only made a suggestion, and they have put forward the deed of Robert father of Thomas which witnesses that the tenements were given in pure and free and perpetual alms &c. — *Herle.* We will aver our own seisin; and together with our possession the possession of our feoffor; and we pray judgment if this be not sufficient in this writ which is possessory. —HENGHAM. Await your judgment from the day &c. until the quinzain of St. Martin &c.

Volez averer la seisine Walter de Grai &c.? — *Herle.* A.D. 1303.
Sire, nous ne poumz pas averer la seisine Walter, qar ceo ne gist pas en nostre bouche; mes nous avomz moustre par quel title Thomas nostre feffour avynt a la seignurie.—HENGHAM. Lestatut[1] veolt qe nul homme seit destreine encountre la fourme de soun feffement. — *Herle.* Oil, a seute fere. — HENGHAM. Qe entendez vus par cele parole "nec ad aliud &c." ?—HOWARD. Si Walter de Grai acrocha a luy une seignurie par outraiouse destresse sur le priour qe par cas se atturna a luy de ces services, quidez vus par taunt qe cely priour de sa teste demene poet charger le dreit de sa eglise? (quasi &c., quod non;) qar en meisme la manere cum abbe e priour ne pount aliener choce qe apurtent a le dreit de lour eglise saunz lassent de lour covent, nent plus ne pount il charger.—*Herle.* Se descharge dunke le priour par altre voy, par le "ne "vexes." — BRABAZOUN. Il semble qe ceo nest pas vostre fee ou vus avez destreine; e par soun dist il nest pas vostre tenaunt. — *Herle.* Dunke purra il sauvement desclamer; desclaime dunke. — BRABAZOUN. Il ceo poet altrement descharger. — *Herle.* Se deit il descharger sil ne teygne de nous. — BRABAZOUN. Il voilent dire qe vus ne avendrez pas de averer vostre seisine demene depuis qe vus ne avez forqe un vent, e il unt mis avant le fet Robert piere Thomas qe testimone les tenemenz estre donez en pure e fraunche e perpetuele almoyne &c.—*Herle.* Nous volomz averer nostre seisine demene, e ovesqe nostre possessioun la possessioun nostre feffour; e demaundomz jugement si ceo ne suffit asseez en cesti bref qest en la possessioun.—HENGHAM. Gardez vos jugemenz, de jour &c., taunke a la quinsein de la Seint Martin &c.

[1] 52 H. 3 Stat. Marlb. c. 9.

A.D. 1303. § One A. brought a writ of Formedon against one B. and demanded certain tenements, and said that one R. was seised, and gave them to one W. and Alice &c. and to the heirs of their two bodies lawfully begotten, and that they were seised according to the form aforesaid, and that after the death of him and her the tenements ought to descend to the said A. as son and heir, according to the form aforesaid.—*Tilton.* Sir, W. and Alice had a son named John, older than A. who brings the writ, and of whom they have not made mention either in the count or in the writ; and we pray judgment of the writ; for they might have had a good writ saying, "and which after the death of W. and A., and John "son and heir of the aforesaid &c., to this A. as son and "heir or to descend &c."—HENGHAM. You are wrong; you will not find that form of writ in the Chancery; wherefore answer. — *Tilton.* Alienated before the statute; ready &c. — And the others said the contrary. — And this is the difference between formedon and frank-marriage, that in a gift in frank-marriage the reversion is always saved and supposed, but in a gift in tail the reversion is not saved if the reversion be not expressly saved in the charter; per *Toutheby.*

§ One A. brought Replevin against one B., and complained that tortiously he took his beasts &c. — B. came and avowed &c. — Afterwards A. replied in answer to B. who avowed, and said that he could not be party without his wife, and stated the reason why he could not be party to his avowry, and prayed aid of his wife, and had it. And the Court told him to have his wife there by a certain day &c.; at which day A. came and his wife did not come; therefore as his wife did not come, and he might have made her come for his own benefit, and he assigned no reason why she did not come, it was adjudged by HENGHAM that B. should have a return of the beasts. — In like manner on the other hand, if the party avowing pray aid of his

§ Un A. porta un bref de fourme de doun vers un B., e demaunda certein tenemenz; e dist qe un R. fut seisi, e dona a un W. e Alice &c. e a les heirs entre eus leaument engendrez, e furent seisi solum la fourme avandite, e qe apres la mort cely e cele, a cely A. cum a fiz e heir descendre deyvent solum la fourme avandite.—*Tiltone.* Sire, W. e Alice avoynt un fiz Johan eyne de A. qe porte le bref, de qy il ne unt pas fet mencioun ne [en] counte ne en bref; demaundomz jugement del bref; qar il poeynt aver eu bon bref e aver dist, e qe apres la mort cely e cele e cely fiz e heir les avandiz &c. a cesti cum a fiz e heir descendre deyvent &c. — HENGHAM. Vus dites mal, vus ne averez pas tiele fourme de bref en la chauncelerie: pur ceo responez.— *Tiltone.* Alienez avant lestatut,[1] prest &c.—Et alii contrarium.—Et hæc est differencia entre fourme de doun e fraunc mariage, qe en doun en fraunc mariage la reversioun est tut veys sauve e suppose, mes en fourme de doun taile la reversioun nest pas sauve, si la reversioun ne seit expresement sauve en la chartre; par *Toutheby.* A.D. 1303. Forme de doun. Nota.

§ Un A. porta un Replevin vers un B., e senpleint qe atort prist ces avers &c. — B. vint e avowa &c. — Puis A. replia en responant a B. qe avowa, e dist qil ne poeyt estre partie sauns sa femme, e dist la cause pur quey il ne poeit estre partie a sa avowerie, e pria eyde de sa femme, e avoyt. E la Curt ly dist qil ust sa femme a certein jour &c.; a quel jour A. vint, e sa femme ne vint poynt; dount depuis qe sa femme ne vint poynt, e il la poeit aver fet venir a soun avantage demene, ne nule cause assigna pur quey ele ne vint poynt, agarde fut par HENGHAM qe B. ust retourn des avers. Ausi est de altre part, si la partie avowant prie eyde de sa femme &c., e la femme Replevin. Nota.

[1] 13 Ed. I. Westm. 2. De donis.

A.D. 1303. wife &c., and she do not come, and he do not assign any reason for her not coming, it will be adjudged that the plaintiff shall have his beasts quit, and recover his damages. And in such case no writ shall be sued out of the Rolls to summon the wife, but the Court will tell the husband &c. to have his wife there at such a day &c. But the law is not the same if a man pray aid of another man &c.

§ Cecil de Lodrintone brought his Replevin against Stephen Rabat, and said that he tortiously took his beasts, namely &c. — Stephen avowed the taking &c. Cecil replied to his avowry; whereupon Stephen said that he could not be party to the reply which Cecil had given without Alice his wife, and he told the reason why, and prayed aid of his wife, and the aid was granted him. And the Court told him to have his wife there at a certain day &c.; at which day Stephen came, and his wife did not come; therefore as his wife did not come, and he might have made her come for his own benefit, and he assigned no reason why she did not come, it was adjudged by HENGHAM that Cecil should have his beasts quit, and should recover his damages of one mark.—From this, note &c.

§ Master William de Boys brought a writ "de recto "custodiæ" against Maud, who was the wife of Robert Corbet &c., and demanded the wardship &c. of one Thomas, son and heir of Robert Corbet &c. — *Mutford.* Maud has the wardship of this Thomas by lease from one Peter Corbet, and she vouches to warranty the said Peter by aid &c., to be summoned in such a county &c. — *Asseby.* You cannot vouch, for you yourself were the first who entered on that wardship in your own wrong after the death of Robert our tenant; and we pray judgment if by reason of your own wrong you can vouch. — *Mutford.* Sir,

ne vint poynt, ne il assigne nule cause pur quey ele ne veent point, sera agarde qe le pleintif eyt ces avers quites, e recovere ces damages. Et nul bref sera seuy en tiel cas hors des Roules a soumouner la femme, mes la Curt dirra a le baroun &c. qil eit sa femme a tiel jour &c. Mes meisme la ley nest pas si un homme prie eyde de un altre &c. A.D. 1303.

§ Cecil de Lodrintone porta soun Replevin vers Estevene Rabat, e dist qe atort prist ces avers, nomement &c.—Estevene avowa la prise &c. Cecil replia a sa avowerie, par quey qe Estevene dist qil ne poeyt estre partie a le respouns qe Cecil avoyt done sauns sa femme une Alice, e dist la cause pur quey, e pria eyde de sa femme, e eyde luy fut graunte. E la Curt luy dist qil ust sa femme a certein jour &c.: a quel jour Estevene vint, e sa femme ne vint poynt; dount depuis qe sa femme ne vint poynt, e il la poeyt aver fet venir a soun avantage demene, ne nule cause assigna pur quey ele ne vint poynt, agarde fut par HENGHAM qe Cecil ust ces avers quites, e recovera ces damages de un mark.—EX hoc nota &c. Replevin.

§ Mestre William de Boys porta un bref de dreit de garde vers Maude qe fut la femme Robert Corbet &c., e demaunda la garde &c. de un Thomas fiz e heir Robert Corbet &c.—*Mutford.* Maude ad la garde de cely Thomas de lees un Peris Corbet, e vouche a garantie cely Peris par eyde &c., qe serra sumouns en tiel counte &c.—*Asseby.* Voucher ne poeez, qe vus meismes fustis le primer qe entrastis en cele garde apres la mort Robert nostre tenaunt de vostre tort demene; e demaundomz jugement si de vostre tort demene poez voucher.—*Mutford.* Sire, nous vus diomz Voucher a garaunt en bref de dreit de garde.

A.D. 1303. we tell you that the infant after the death of his father lived with this Maud his mother, and that she made suit to Sir Peter Corbet, whom we understand to be still chief lord of right, and he granted her the wardship &c.; and so she has the wardship from Peter &c. by lease from him, and she was seised in no other manner, and we pray judgment if our voucher be not sufficiently good &c. — *Asseby.* As before &c.— It was adjudged that the voucher was good &c., and it stood &c.

§ One John brought a writ &c. against Robert &c., which Robert Gaund answered &c., and said that Edmund Earl of Cornwall gave these tenements to him and to Alice his wife in frank-marriage, and that Alice was dead, and that they had issue one William who was alive, and he prayed aid of him. — *Toutheby.* You ought not to have aid of him, for if he were here he could not say any other thing or give any other answer than you can; and we pray judgment if you ought to have aid of him. And on the other hand, Alice de Stirkely had no aid in the like case in the summer of last year.—HENGHAM. Alice was the cause of the gift in frank-marriage, and the woman is always the cause of the gift in frank-marriage, whereby the estate of the wife is larger than the estate of the husband; for there is a great difference between the cases of the wife praying aid and the husband praying aid &c. — BEREFORD. No wonder that Alice had not aid after the death of her husband, where the tenements were given in frank-marriage; but it is different in this case where the husband prays aid after the death of his wife &c. — *Toutheby* at last granted the aid, and [Robert] had it &c.—There is a difference between a gift in marriage and a gift in frank-marriage; for a gift in marriage is where service

qe lenfant demora ov ceste Maude sa mere apres la mort soun piere, e ele aprocha a Sire Peris Corbet, qe nous entendomz unqore qest chef seignur de dreit, e il la graunta la garde &c.; e issi ad ele la garde de Peris &c. de soun lees, e altrement ne fut ele pas seisi, e demaundomz jugement si nostre voucher ne seit asseez bon &c.—*Asseby.* Ut prius &c.—Fut agarde qe le voucher fut bon &c., e estut &c. A.D. 1303.

§ Un Johan porta un bref &c. vers un Robert &c., le quel Robert Gaund &c., e dist qe Edmound Counte de Cornewaile dona ces tenemenz a luy e a Alice sa femme en fraunc-mariage, issi qe Alice est mort, e unt isseu en pleine vie un William, e pria eyde de luy.—*Toutheby.* Eyde de luy ne devez aver, qar mes qil fut si, il ne poeyt dire altre choce ne doner altre respouns qe vus ne poez; demaundomz jugement si eyde de luy devez aver. E de altre part, Alice de Stirkeley ne avoyt poynt eyde en tiel cas ouan en este &c.—HENGHAM. Alice fut cause del doun en le fraunc-mariage, e la femme est tut jour cause del doun en fraunc-mariage, par quey qe lestat la femme est plus fort qe lestat le baroun; qar il i ad graunt diversite en tiel cas la ou la femme prie eyde, e la ou le baroun prie eyde &c. — BEREFORD. Ne fut pas mervaile qe Alice ne avoyt poynt le eyde apres la mort soun baroun, la ou les tenemenz furent donez en fraunc-mariage; mes altre est en ceo cas la ou le baroun prie eyde apres la mort sa femme &c.—*Toutheby* graunta le eyde al drin, et habuit &c.—E il i ad difference entre le doun qest fet en mariage, e le doun qest fet en fraunc-mariage; qar doun en mariage est Prier eyde &c.

A.D. 1303. is done &c., and a gift in frank-marriage is quit &c. of services &c.

§ A writ "de recto custodiæ" was brought against three executors; the executors vouched to warranty John son and heir of Thomas de C., who was under age, to be summoned in such a county &c., and said that this John the vouchee, who was under age, was heir of the lessor who leased to the testator whose executors they were. — *Asseby.* When a man vouches an infant under age he ought to vouch him as being in ward to some one; and we pray judgment of this voucher. — *Willeby.* Our voucher is good enough; for we pray a warranty of a chattel which the father of this infant gave to our testator, and who bound himself &c. — *Hales.* When the vouchee comes he shall have his age &c. — And the voucher stood and was good &c.

§ John de C., executor of the testament of W. de B., brought his writ of Debt against one Henry; and his writ stated "which he from him unjustly detains "&c.;" and he counted in his count that he, as executor, sold to him chattels for ten marks, and that Henry agreed that he was bound to him as W.'s executor: and he put forward the writing which showed this: and the writing ran, "Know &c. that I am holden "and bound to John, executor of the testament of "&c."—*Asseby.* He has counted that he himself sold, and has counted of his own contract and of his own delivery; and he might have had a good writ thus; "which he owes to and unjustly detains from him;" for this is his own deed, and the writ supposes that it was the deed of his testator; and we pray judgment of the writ &c. — BERREFORD. It does not say so; his writ is in accordance with the specialty; his present writ is a good writ, and the writ which you offer to

la ou service est fet &c.; doun en fraunc-mariage quite &c. des services &c. A.D. 1303.

§ Un bref de dreit de garde fut porte vers treis executours; les executours voucherent a garantie Johan fiz e heir Thomas de C. qest dens age, e serra sumouns en tiel counte &c.; e dist qe cesti Johan qe est dens age, e qest vouche, est heir le lessour qe lessa a le testatour qy executours il sunt.—*Asseby.* Quaunt homme deit voucher enfant dens age, il ly deit voucher en acuny garde; e demaundomz jugement de ceo voucher.—*Willeby.* Nostre voucher est asseez bon, qar nous demaundomz une garantie de un chatel qe le pier cesti qest dens age dona nostre testatour, e obliga luy &c.—*Hales.* Quaunt le vouche vendra il avera soun age &c.—E le voucher esteut e fut bon &c. Voucher a garantie par executours.

§ Johan de C. executour de testement W. de B. porta soun bref de dette, e soun bref voleit quas ei injuste detinet &c., vers un Henri; e counta en counte countaunt qil ly vendi chateus pur dez mars cum executour, e Henri se graunta estre teneuz a luy executour W. &c., e mist avant lescrit qe ceo testmona; e fut lescrit, Noverint &c. me teneri et obligari Johanni executori testamenti talis &c.—*Asseby.* Il ad counte qil meismes vendi e de soun contract demene, e qe de soun baile demene, e poeyt aver eu bon bref, quas ei debet et injuste detinet; qar ceo est soun fet demene, e le bref suppose qe ceo est le fet le testator; e demaundomz jugement del bref &c.—BEREFORD. Ne deit pas, soun bref est acordant a lespecialte; soun bref qil ad ore est un bon bref, e le bref qe vus luy donez est mauveys &c.— Bref de dette.

A.D. 1303. him is bad &c. — *Asseby.* It is not our deed, ready &c. — And the other side said the contrary. — But *Asseby* said, at the beginning of the plea, Show that you are executor. — *Willeby.* See here your own deed, which witnesses that we are executor. — And it was held sufficient for that purpose. — And although an executor will aver that he has administered as executor, without showing anything else, by such a proceeding he shall not be answered. But if he wish to devest himself of the executorship, you shall fix it upon him by averring that he has administered as executor &c.

§ Thomas de Longetone brought a writ of Entry against Henry the son of Robert of West Longetone, and demanded in one "præcipe" a house and a virgate of land with the appurtenances &c.; and in another præcipe he demanded against Simon the son of Alexander of West-Longetone a house and a virgate &c. in West-Longetone &c.; and said in the end of his writ, "into which Henry and Simon had not "entry unless by Robert and Alexander, to whom "one Simon leased, who abated on the aforesaid tene-"ments after the death of one John Blacbrond, to "whom one W. his grandfather leased for the term "of his life."—*Herle.* Whereas Thomas brings his writ against Henry &c. and Simon &c., and supposes by his writ that Henry and Simon have not entry unless by Robert and Alexander, thereby he supposes by his writ that Henry and Simon entered by Robert and Alexander in common, we tell you that Henry entered after the death of Robert separately, and that Simon entered after the death of Alexander separately, without either entering along with the other; and the writ supposes that they entered in common; and we pray judgment of the writ. — *Toutheby.* We tell you that Simon, who abated on the tenements after the

Asseby. Noun pas nostre fet; prest &c. — Et alii con- A.D. 1303.
trarium.—Mes *Asseby* dist, al comencement en le pley, Moustrez qe vus estis executour. — *Willeby.* Veez cy vostre fet qe testmone qe nous sums executor.—Et fut asseez alowe quaunt a cel.—E mes qe executour voile averer qil ad administre cum executor, sauns ceo qil ne moustre altre choce, par taunt ne serra il pas respoundu; mes sil se voile disafebler del executorcie vus luy attacherez sur par averement qil ad administre cum executor, &c.

§ Thomas de Longetone porta un bref de entre vers Henri le fiz Robert de West-Longetone, e demaunda en un precipe un mes e une verge de terre ov les apurtenaunz &c.; e en un altre precipe, demaunda vers Simound le fiz Alisandre de West-Longetone un mes e une verge &c. en West-Longetone &c.; e dist en la fin de soun bref, en les quels Henri e Simound navoynt entre si noun par Robert e Alisandre, a queus un Simound lessa, qe se abbati en les avanditz tenemenz apres la mort un Johan Blacbrond, a qy un W. soun ael lessa a terme de sa vie. — *Herle.* Par la ou Thomas porte soun bref vers Henri &c. e Simound &c, e suppose par soun bref qe Henri e Simound nount entre si noun par Robert e Alisandre, la suppose il par soun bref qe Henri e Simound entrerent par Robert e Alisandre en comune, la vus diomz nous qe Henri entra apres la mort Robert severalment, e qe Simound entra apres la mort Alisandre severalment, sauns qe le un entra ovesqe lautre; e le bref suppose qil entrerent en comune; demaundomz jugement del bref.—*Toutheby.* Nous vus diomz qe Simound qe se abbati en les tenemenz apres la mort Johan &c., lessa

Bref de entre. Intrusion.

A.D. 1303. death of John &c., leased to Robert and Alexander in common. — *Herle.* We take our exception a degree lower.—*Toutheby.* We can not have any other writ.—*Malm.* You must obtain another writ, for this writ is bad; for your writ supposes that Henry and Simon entered by Robert and Alexander in common; by which it may be understood from your writ, and it is supposed by the writ, that Henry entered by Alexander the father of Simon, and that Simon entered by Robert the father of Henry, which is false &c.; we pray judgment of the writ.—*Toutheby.* Sir, we ought to maintain this writ, for the mischief which would ensue; for if we bring one writ against Henry and another writ against Simon, we shall say in our writ that this Henry has not entry unless by Robert to whom Simon leased, and we shall demand a particular parcel; in that case our writ would be false, for Simon did not lease a parcel to Robert, but leased the entirety to Robert and Alexander in common, and so our writ would be abateable &c.—*Malm.* Not so: it follows that, if Simon leased the entirety to Robert and Alexander, he leased a parcel to Robert; and if you wish to have a remedy in this case, it behoves you to bring one writ against one, and another writ against the other &c. — *Toutheby* imparled, and came back, and prayed leave to abandon his writ, and had permission to do so.

§ Thomas de Longetone brought a writ of Entry against William Walkelin, and demanded a house and a virgate of land with the appurtenances &c., into which the said William had not entry unless by one Henry, who abated on the said tenements after the death of one Wakelin, to whom one William his grandfather leased for the term of his life &c.—*Herle.* Whereas he supposes by his writ that William had not entry unless by Henry who abated &c., we tell you that

a Robert e a Alisandre en comune.—*Herle.* Nous pre- A.D. 1303.
nomz nostre excepcion a le degre plus bas.—*Toutheby.* Nous ne poumz aver altre bref &c.—*Malm.* Il covent qe vus eez altre bref, qar ceo bref est mauveys; qar vostre bref suppose qe Henri e Simound entrerent par Robert e Alisandre en comune, par quey qil poet estre entendu par vostre bref, e est suppose par le bref, qe Henri entra par Alisandre pier Simond, e qe Simound entra par Robert pier Henri, quod falsum est &c.; demaundomz jugement del bref.—*Toutheby.* Sire, nous devomz mayntenir ceo bref pur meschef qe enseut; qar si nous portomz un bref vers Henri, e un altre bref vers Simond, nous dirromz en nostre bref qe cely Henri nad entre si noun par Robert a qy Simond lessa, e demanderomz la parcele; dunke est nostre bref faus; qar Simond ne lessa pas la parcele a Robert, eyns lessa lentier a Robert e Alisandre en comune; dunke serra nostre bref abatable &c.—*Malm.* Navil, il enseut qe si Simond lessa a Robert e a Alisandre lentier, qil lessa a Robert parcele; e il vus covent, si vus volez aver remedie en ceo cas, qe vus portez un bref vers le un e un altre bref vers lautre &c. — *Toutheby* enparla, e revint, et petiit licentiam recedendi a brevi; et habuit.

§ Thomas de Longetone porta un bref de entre vers William Walkelin, e demaunda un mes e une verge de terre ov les apurtenaunz &c., en les quels meisme cely William navoyt entre si noun par un Henri, qe se abati en les avandiz tenemenz apres la mort un Wakelin, a qy un William soun ael lessa a terme de sa vie &c. — *Herle.* Par la ou il suppose par soun bref qe William navoyt entre si noun par Henri qe se abati &c., la

Bref de entre. Intrusion.

A.D. 1303. one Avice was seised of these tenements as her heritage, which Avice was the wife of Henry, and that Henry held these tenements in right of his wife; Henry survived Avice, so that he held the tenements by the law of England; after Henry's death, William entered upon these tenements as upon the heritage of his mother, ready &c.—*Toutheby.* That amounts to saying that if Henry held these tenements as the heritage of his wife, he was not tenant by virtue of any abatement by him and that he did not abate as is supposed by the writ: we say that he did abate, ready &c.—*Herle.* We do not plead to Henry's entry, we plead to William's entry.—*Asseby.* Our grandfather William was seised in his demesne as of fee and of right, and leased the tenements to Wakelin for the term of his life; after the death of Wakelin Henry abated &c., and that abatement continued without interruption until William entered &c., as our writ supposes, ready &c.—HENGHAM. You have in your writ two things, the abatement of Henry, who, as you say, abated, and the entry of William, which William entered by Henry; can they not abandon Henry's abatement and plead to William's entry, et e contra? (intimating the affirmative).—*Toutheby.* If he wish to abate our writ by saying that he entered on the heritage of his mother, let him say how it was the heritage &c.—*Herle.* That is not necessary, since we will aver that it was the heritage of Avice, and that Henry, after Avice's death, had no estate, except a tenancy by the law of England; whereby William, after Henry's death, entered as upon the heritage of his mother, in reference to the estate of his mother; and thereby it follows that William did not enter by Henry, and so we traverse the entry which you have alleged for us; therefore we pray judgment if we have need to plead higher than to the entry which you have alleged for us by your own purchase.—

vus diomz nous qe une Avice fut seisie de ces tene- A.D. 1303.
menz cum soun heritage, la quele Avice fut femme Henri, issi qe Henri ces tenemenz tynt cum del dreit sa femme; dount Henri survesqy Avice par unt qil tynt les tenemenz par la lay de Engleterre; dount apres la mort cely Henri, William entra en ces tenemenz cum en le heritage sa mere; prest &c. — *Toutheby.* Taunt amount qe si Henri tynt ces tenemenz cum del heritage sa femme, qil ne fut pas tenaunt par soun abatement, e qil ne se abati poynt ausi cum bref le suppose: qe Henri se abati &c., prest &c. — *Herle.* Nous ne pledomz mie a le entre Henri, nous pledomz a le entre William. — *Asseby.* William nostre ael fut seisi en soun demene cum de fee e de dreit, e lessa ces tenemenz a Wakelin a terme de sa vie; dount apres la mort Wakelin Henri se abati &c., e cel abatement continua sauns interrupcioun taunke William entra &c., ausi cum nostre bref le suppose; prest &c.—HENGHAM. Vus avez deus choces en vostre bref, le abatement Henri qe se abati, a ceo qe vus dites, e le entre William, qe William entra par Henri; ne pount il entrelesser le abatement Henri, e pleder a le entre William, et e contra? (quod sic &c.) — *Toutheby.* Sil voile abattre nostre bref par tant a dire qil entra en le heritage sa mere, die coment le heritage &c.—*Herle.* Il ne covent pas, de puis qe nous voloms averer qe ceo fut le heritage Avice, e qe Henri apres la mort Avice nul estat navoyt si noun tenance par la lay de Engleterre; par quey William, apres la mort Henri, entra cum en le heritage sa mere referaunt a lestat sa mere; e par tant enseut qe William ne entra poynt par Henri, e issi sums a travers a le entre qe vus nous avez done; dount nous demaundoms jugement si nous avoms mester a pleder plus haut qe a le entre qe vus nous avez done par vostre purchace demene. — HENGHAM. Les volez oster de lour bref par vostre vent sauns

A.D. 1303. HENGHAM. Do you want to oust them from their writ by your mere suggestion without showing a specialty, and by saying that this is the heritage of Avice without your saying how it is the heritage &c.? — *Herle.* I will tell it to the Court but not to the party: one Hugh died seised of these tenements, after whose death Avice entered upon his heritage. — *Toutheby.* Hugh never had anything, ready &c.—*Herle.* I plead, however, that William entered on the heritage of Avice his mother, and if he entered by Avice he did not enter by William [Henry?]; for even if Avice entered by disseisin it would not be proper that I should plead higher than to the degree, and to the entry which he gives me by his writ.—*Toutheby.* If I brought another writ and said, "into which William has not entry " unless by Avice, who abated &c." that is false, for it is the abatement of the husband.—HENGHAM. Then was not this the heritage of Avice; plead on that.—*Toutheby.* Henry abated &c., without Avice having anything therein, ready &c.—*Herle.* It was the heritage of Avice, and William entered on her heritage as we have said, ready &c.—And so to the country.

§ Robert Dalle was attached to answer Maud de Chelmsford in a plea why he took a cow belonging to her.—*Mutford* (for Robert) avowed &c. by reason that it was presented at their Leet at such a place, by the tithing-men, that the said Maud had wrongfully raised the hue and cry, wherefore she was amerced and assessed by the freemen of the Leet at xii.*d.* &c., for which xii.*d.* &c. we avow the taking &c. — *Stall.* We tell you that this hue and cry was raised rightfully and not wrongfully; for William, on whom we raised the " menee," disseised us then of our freehold, and this is clear, for we recovered the same tenements against him by assise of " novel disseisin " in pais before the Justices; and we pray judgment if by reason

moustrer especialte, a dire qe ceo est le heritage Avice sauns ceo qe vus diez coment le heritage &c. — *Herle.* A la curt dirrai e noun pas a la partie : un Hue morust seisi de ces tenemenz, apres qy mort Avice entra en soun heritage.—*Toutheby.* Hue ne avoyt unkes rienz, prest &c.—*Herle.* Jeo plede a mentre qe William entra le heritage Avice sa mere, e sil entra par Avice il ne entra poynt par William [Henri?]; qar mes qe Avice fut entre par disseisine il ne covendroit pas qe jeo pledas plus haut qe a le degre e a le entre qil me doun par soun bref. — *Toutheby.* Si jeo portasse un altre bref, e deis, en les quels cely William nad entre si noun par Avice qe se abati &c., ceo est faus, qar ceo est le abatement le baroun.—HENGHAM. Dunke ne fut ceo pas le heritage Avice, pledez par la. — *Toutheby.* Qe Henri se abati &c., sauns ceo qe Avice rienz i avoyt, prest &c.—*Herle.* —Qe ceo fut le heritage Avice, e qe William entra en soun heritage, ausi cum nous avomz dist, prest &c. — Et sic ad patriam. A.D. 1303.

§ Robert Dalle fut attache a respounder a Maude de Chelmesford de pley pur quey il prist une sa vache.— *Mutford* (pur Robert) avowa &c., par la resoun qe presente fut a lour lete de tiel lieu par deceyners qe meisme cele Maude atort avoyt leve hieu e crei, par quey ele fut amercie e afiere par fraunes hommes de la lete a xii. deniers, pur quels xii. deniers &c. nous avoumz la prise &c.—*Stall.* Nous vus diomz qe cele hieu e cri fut leve a dreit e noun pas atort; qar William sur qy nous levames la mene, nous disseisi al oure de nostre fraunc-tenement, e ceo aparuit, qar nous recoverimes meismes les tenemenz vers luy par assise de novel disseisine en pays devant Justices; e demaundomz jugement si pur tiele mene poez pur Captio vacce cum vitulo in ventre.

A.D. 1303. of such "menee" you can avow for the amercement. —HENGHAM. You can not be allowed now to try the presentment; but answer if there was or was not such a presentment as he states. — *Stall.* We can not deny it; but we tell you that it was by the malice and abettment of him who was the bailiff, and that he procured the tithing-men to do it. — *Mutford.* You think to be aided by the statute, but you are out of the words of the statute, for it only mentions where the lords of Courts procure people to put in surety and pledges to prosecute others, and does not speak of the Leet.—HOWARD. Since the statute states that, where surety and pledges are given to prosecute a man by procurement of the lord and he be convicted thereof, the man shall recover treble damages against the lord, and yet it is not he but the suitors who commit the wrong, a fortiori will it punish your malicious procurement and abetting at your Leet where you put people to deliver [gages and pledges], and you are as much a judge as the King's Justice would be: therefore answer.—*Mutford.* Not by our procurement and abetting, ready &c. — And the others said likewise. — And the case was this, that on the day of the taking the cow was pregnant, and she had a calf when in pound; the cow was delivered up by a replevin, but the calf remained two years up to the time that it was now demanded by a replevin stating, "cause one "heifer;" and on the day when the first replevin was pleaded the lord had not had his delays in the second replevin, but on account of his being now present they counted against him in the second writ after they had pleaded against him in the first writ. — *Mutford.* We did not take, ready &c.—*Stall.* related all the circumstances of the taking.—*Mutford.* As before.—HENGHAM. He has related how you took it, and if you will deny the taking in the manner stated by him, deny it then. —*Mutford.* It is enough for us to say that we did not

amercement avower.—HENGHAM. Vus ne avendrez mie A.D. 1303.
ore a trier le presentement, mes responez sil i avoyt tiel presentement cum il dist, on noun.—*Stall.* Nous ne le poumz dedire; mes nous vus diomz qe ceo fut par malice e abette de luy meismes qe fut bailif, e procura les deceyners a ceo fere.—*Mutford.* Vus biez estre eyde par statut, mes vus estes hors de cas de statut, qar il fet nul mencioun si noun ou seignurs de curts procurent gent de doner gages e pleges sur altres, e ne parle rienz de lete.—HOWARD. Depuis qe le statut[1] veolt qe la ou gages e pleges est done sur homme par procurement le seignur, e de ceo seit atteynt, qil recovere ces damages en treble vers le seignur, e si nest il mie injour eyns sunt les seuters, par multe plus forte resoun il punereit vostre malice de vostre procurement e abette a vostre lete ou vus mettez gentz a liverer e estes tant avant juge cum seroit la Justice le Roy; e pur ceo responez.—*Mutford.* Nent par nostre procurement e abette, prest &c. Et alii similiter.—Et fut le cas tiel, qe le jour de la prise fut la vache preynt, e avoyt un vel en parke; la deliveraunce fete de la vache par un replevin, le vel remist deus aunz jeke a ore qele est demaunde par un replevin "faciat unam genitam;" e al jour del pley del le primer replevin navoyt mie le seignur eu ces delays en le secunde replevin, mes pur sa presence mayntenant cum il avoyt plede en le primer bref counterent vers luy en le secunde bref.—*Mutford.* Qe nous ne preimes poynt, prest &c.—*Stall.* desclot tut le cas coment il le prist.—*Mutford.* Ut prius.—HENGHAM. Il vus ad dist la manere coment vus le preistis, e si vus volez dedire la prise en la manere cum il ad dist, dedites dunke.—*Mutford.* Il suffit a nous a dire qe nous

[1] 13 Ed. 1. Westm. 2. c. 36.

A.D. 1303. take, but it will be very proper to have an Inquest about it.—HENGHAM. The matter shall be entered in the other way, in the manner counted by him. And so it was done.—HOWARD took the inquest by "nisi "prius." And it was found that the cow was pregnant, and that the calf had remained for two years: wherefore it was adjudged by HOWARD that she [Maud] should have her heifer quit, and should recover her damages of half a mark &c.

§ Alice, who was the wife of Gerard de Braibroke, brought a writ of Dower against the abbot of C., and demanded the third part of ten marks of rent.—The abbot vouched to warranty one Andrew Croke, which Andrew came into court and entered into warranty, and vouched over John the son of Gerard de Braibroke. — John came into court and asked by what he vouched him: and Andrew put forward a writing which witnessed that the said Gerard, father of John, had given to Andrew ten marks of rent, to be taken from the hand of the abbot in respect of the tenements which the abbot held &c.—*Herte.* Whereas Andrew has vouched us as tenant by his warranty, and the specialty which he puts forward witnesses that he himself is tenant of the rent, and that the abbot is not tenant of the rent for which he has warranted, we pray judgment if we ought to warrant.—*Hamptone.* First admit the deed &c. —*Est.* Although the abbot be tenant of the demesne whereout the rent arises, he is not tenant of the rent, wherefore it would not be necessary that you should warrant to the abbot; and whereas you vouch us as tenant by your warranty, you suppose that you yourself are not tenant of the rent, but that the abbot is &c.; and the specialty which you put forward witnesses the reverse; we pray judgment if we ought to warrant. — HENGHAM. Admit or deny the deed before you plead on that.—*Herte.* We cannot deny the deed,

ne preimes poynt, mes bien vus coveigne en lenquest prendre.—HENGHAM. Il serra entre a travers en la manere qil ad counte. Et sic fecit. — HOWARD prist lenqueste par le nisi prius; e trove fut qe la vache fut preynt, e qe le vel avoyt demore deus aunz; par quey fut agarde par HOWARD qil ust sa jenice quites, e recovera ces damages de demi mark &c. A.D. 1303.

§ Alice qe fut la femme Gerard de Braibroke porta un bref de dower vers le abbe de C., e demaunda la tierce partie de diz marche de rente.—Le abbe voucha a garantie un Andreu Croke, le quel Andreu vint en curt, e entra en la garantie, e voucha outre Johan le fiz Gerard de Braibroke. Johan vint en curt e demaunda par quey il luy voucha: e Andreu mist avant un escrit qe testmona qe cely Gerard pere Johan avoyt done a Andreu diz marche de rente, a receyver par my la mayn le abbe des tenemenz qe le abbe tynt &c.—*Herte.* Par la ou Andreu nous ad vouche ausi cum tenaunt par sa garantie, e lespecialte qil mette avant testmone qil meismes est tenaunt de la rente e qe le abbe nest pas tenaunt de la rente a qy il ad garanti, demaundomz jugement si nous devoms garantir.—*Hamptone.* Grauntez le fet primes &c.—*Est.* Mes qe le abbe seit tenaunt del demene dount la rente surde il nest pas tenaunt de la rente, par quey il estovereyt pas qe vus usez garanti a le abbe, e par la ou nous vouchez ausi cum tenaunt par vostre garantie, vus supposez qe vus meismes nestes poynt tenaunt de la rente, eyns le abbe &c.; e lespecialte qe vus mettez avant testmone le revers; demaundomz jugement si nous devomz garantir.—HENGHAM. Grauntes le fet ou dedites avant ceo qe vus pledez par la.—*Herte.* Nous ne poumz dedire le fet, e Dower.

A.D. 1303. and we warrant as heir in blood, and we render to the woman &c., but we tell you that nothing has descended to us &c.—*Hamptone* said the contrary.

§ Peter de Dayvile brought a writ of Entry in the "post" against one Robert the abbot of Fountains &c., and demanded certain tenaments in Notewiche in Massam.—*Herte.* Every "præcipe quod reddat" is brought [for tenements] in a certain vill, and not in a hamlet, thereupon we tell you that if Notewiche be a hamlet the writ is mis-framed; and if he will say that Notewich is a vill, then it is supposed by his writ that Massam is a country, and consequently the writ is bad; therefore we pray judgment of this writ. —*Toutheby.* In saying that if Notewiche be a hamlet the writ is bad you are wrong.—*Scoter.* Notewiche is neither a vill nor a hamlet, ready &c.—*Toutheby.* Notewiche is a hamlet of Massam, ready &c.—*Herte.* We pray judgment of your admission, since you have admitted that Notewiche is a hamlet, and every "præcipe "quod reddat" is brought [for tenements] in a certain vill, we pray judgment &c.—*Toutheby.* I plead to what you have given me, and I have offered an averment on an issue, to which issue you put me.—*Herte.* As before. — BEREFORD. You well admit that if he had brought his writ [for tenements] in Massam the writ would have been good; therefore inasmuch as he has brought his writ in Notewiche which is a hamlet of Massam, it seems that he has made his demand more certain, whereby it seems that in that respect the writ is not abatable.—*Herte.* We pray the View &c. —And he had it &c.

§ The prior of the church of the Trinity at Canterbury brought a writ of Nuisance against one William de C., and said that the said William had constructed a weir above the prior's mill, whereby the water was

nous garantizomz ausi heir del saunk, e rendomz a la femme &c.; mes nous vus diomz qe rienz nous est discendu &c.—*Hamptone.* Le revers. A.D. 1303.

§ Peris de Dayvile porta un bref de entre en le post vers un Robert abbe de Funtayns &c., e demaunda certein tenemenz en Notewiche en Massam.—*Herte.* Checun precipe quod reddat veolt estre porte en certein vile, e noun pas en hamele, dount vus dioms nous qe si Notewiche seit hamele le bref est mespris; sil voile dire qe Notewyche seit vile, dunke est suppose par soun bref qe Massam est pais, e par consequent le bref est mauveys, dount nous demaundomz jugement de ceo bref.—*Toutheby.* Par la ou vus dites qe si Notewiche seit hamele qe le bref est mauveys, vus dites mal.—*Scoter.* Qe Notewiche nest vile ne hamele, prest &c.—*Toutheby.* Qe Notewiche est hamele de Massam, prest &c.—*Herte.* E nous jugement de vostre conisaunce, depuis qe vus avez conu qe Notewiche est hamele, e checun precipe quod reddat veolt estre porte en certeyn vile, demaundomz jugement &c. —*Toutheby.* Jeo plede a ceo qe vus me avez done, e ay tendu un averement sur un isseu, a quel isseu vus me meistis.—*Herte.* Ut prius.—BEREFORD. Vus grauntez bien qe sil ust porte soun bref en Massam qe le bref ust este bon; dount en tant cum il ad porte soun bref en Notewiche quest hamele de Massam, il semble qil ad mis sa demaunde plus en certein, par quey il semble qe par taunt qe le bref nest mie abatable.—*Herte.* Nous demaundomz la vewe &c.—Et habuit &c. Bref de entre.

§ Le priour de la Trinite de Cantuabirie porta un bref de anusance vers un William de C., e dist qe meisme cely William avoyt leve un gors amount le molin le priour, par quey qe le ewe fut enlachi e ne Bref de anusance.

A.D. 1303. retarded and did not run so readily as it was wont to do, and so that whereas the mill was wont to grind so much &c., the mill can now only grind so much &c.; and that moreover the prior's meadow is overflowed &c. and laid under water &c.—*Tiltone.* We pray the View &c.—*Passelegh.* You ought not to have the View by reason of your own tort.—HENGHAM. It is necessary to assess the damages with certainty; wherefore let him have the View.—And he had it.—But, *per* METINGHAM he ought not to have the View.

§ One A. brought a writ against B. of Detinue of Charters, and said that tortiously he detained from him a charter &c., and said how that one Sibil his mother was enfeoffed of the tenements whereof he was tenant by that charter; and that the said Sibil married the said B. against whom the writ was brought, and that the charter came into the hands of the said B. &c., and that the charter belongs to A. &c.—B. came and denied against him and his suit that the charter ever came to his hands &c.—HENGHAM. You shall not wage your law: and he adjudged that he should acquit himself by the country and not by his law.—And he put himself on the country.

§ One A. brought a writ of "cessavit per bien-"nium &c." against one B., and demanded certain tenements.—*Est.* Count against us.—*Louf.* We tell you that A. brought his writ returnable at the Octaves of St. Hilary, at which day the parties were essoined, and they had a day at the Octaves of Trinity, at which day B. made default, and that A. holds to that default, and we ought not to count before he has saved that default &c.—*Est.* Although the party has made default after appearance, yet when he comes before judgment &c. and tenders the arrears he shall be received &c.; therefore say by what services we hold of

corust pas si reddement cum ele soleit fere, issi qe la ou le molin soleyt moudre taunt &c., le molin ne poet mie taunt moudre par taunt &c.; estre ceo, le pre le priour est neye &c., e surunde &c. — *Tiltone.* Nous demaundomz la vewe &c.—*Passelegh.* Vus ne devez la vewe aver de vostre tort demene. — HENGHAM. Il covent les damages acrestre en certein; pur ceo eyt la vewe.—Et habuit.—Mes par METINGHAM homme ne averoyt pas la vewe. A.D. 1303.

§ Un A. porta un bref vers un B. de detenu de chartres, e dist qe atort ly detynt une chartre &c.; e dist coment une Sibille sa mere fut feffe des tenemenz dount il fut tenaunt par cele chartre; issi qe cely Sibile esposa cely B. vers qy le bref fut porte; issi devynt en la mayn cely B. &c.; e issi apent a A. aver cele chartre &c.—B. vint e defendi encountre luy e sa seute qe cele chartre ne devynt unkes en sa mayn &c.—HENGHAM. Vus ne avendrez pas a vostre lay: e agarda qil se dust aquiter par pais e noun pas par sa lay.—E il se mist en pais. De cartis reddendis.

§ Un A. porta un bref cessavit per biennium &c. vers un B., e demaunda certeyn tenemenz. — *Est.* Countez vers nous. — *Louf.* Nous vus diomz qe A. porta soun bref retornable as utaves de Seint Hillari, a quel jour les parties furent essonez, e avoynt jour as utaves de la Trinite, a quel jour B. fit defaute, a quel defaute A. se prent; e ne covent pas counter eyns ceo qil eyt save cele defaute &c. — *Est.* Mes qe la partie eyt fet defaute apres aparance, a quel oure qil veigne avant jugement &c. e tende les arreres, il sera reseu &c.; pur ceo die par quels services nous tenomz Cessavit per biennium.

A.D. 1303. him.—*Louf.* By homage and by fealty and by the service &c.—*Est.* The tenements are open to his distress, ready &c.—*Louf.* You shall not arrive at that, for we hold to the default.—*Est.* You shall not arrive at that, for you have said by what services we hold of you, therefore you cannot hold to the default.—HENGHAM. If it were in another writ, and he were to state his demand, he should not afterwards hold to the default; but in this writ the services are not in demand, therefore answer to the default.—*Est.* denied the summons by his law, for that he was not summoned according to the law of the land &c.

§ A. demanded dower against B., who was essoined on the first day; on the second day "prece partium;" on the third day the tenant made default; the Grand Cape issued, and she said in the writ "to shew and "to answer why he did not keep the day given to "him by the appointment &c.;" and the Grand Cape issued after appearance, because by the Petit Cape the land ought not to be taken unless the Court be first certified of the demand. And of the quantity no mention was made in the "prece partium &c."

On the first day the tenant made default, and the Grand Cape issued; on the second day when the tenant appeared the demandant was essoined; on the day which was given by the essoin the tenant made default, and the demandant appeared; and he only had the Petit Cape, because the first default was not continued.

§ One A. brought a "cui in vita" against one W., and demanded certain tenements.—W. said that he had nothing in the tenements unless at the will of one R. and E. his wife, and he prayed judgment of the writ. —*Hamptone.* You yourself were tenant of the freehold

de luy. — *Louf.* Par homage e par fealte e par le ser- A.D. 1303.
vice &c. — *Est.* Les tenemens overtis a sa destresse, prest, &c. — *Louf.* A ceo ne avendrez, qar nous nous tenoms a la defaute. — *Est.* A ceo ne avendrez pas, qar vus avez dist par quels services nous tenoms de vus; par quey vus ne poez a la defaute tenir. — HENGHAM. Sil fut en un altre bref, e il deist sa demaunde, il ne se prenderoyt pas a la defaute apres; mes en ceo bref les services ne sunt pas en demaunde, pur ceo responez a la defaute.—*Est.* defendi la sumouns par sa lay, qil ne fut nent sumouns solum lay de terre &c.

§ A. demaunda dower vers B., qe fut essone al primour jour; al secund jour prece partium; al tier jour le tenaunt fit defaute; issit le graunt cape, e dist en le bref ostensurum et responsurum quare non servavit diem sibi datum ex prefixione &c.; et exivit magnum cape puis apparaunce, quia per parvum cape non debet terra capi nisi prius curia certiorata fuit de demanda. Et de quantitate non fiebat mencio en le prece partium &c.

§ Primo die tenens fecit defaltam, exivit magnum cape: secundo die tenente apparente petens essoniatus fuit; die dato per essonium tenens fecit defaltam, et petens apparuit; et nil habuit nisi parvum cape, quia prima defectus non est continuata.

§ Une A. porta soun cui in vita vers un W. e Cui in vita &c.
demaunda certen tenemenz.—W. dist qil navoyt rienz en les tenemenz si noun a la volunte un R. e E. sa femme, e demaunda jugement del bref. — *Hamptone.* Vus meismes tenaunt del fraunc-tenement le jour de

A.D. 1303. on the day when our writ was purchased, ready &c. —*Kaile.* We had nothing on the day &c., and we have nothing now.—BEREFORD. He charges you with having entered by her husband, and he wishes to aver &c.— *Kaile.* Our estate is so feeble that we cannot try the tenancy. — BEREFORD. Your answer is equivalent to saying that you did not enter by her husband &c.; wherefore answer if you entered by her husband or not; otherwise you shall have your judgment at once. —*Kaile.* We did not enter by her husband, but by him and her &c.—And the others said the contrary &c.

§ In a writ of Entry in the "post" the tenant said that he had nothing &c. unless at the will of such an one, and the demandant wished to have fixed the tenancy on him on the day when the writ was purchased, and he could not be received to do so; wherefore the writ abated &c.

§ Cassandra, who was the wife of Adam de Staneley, brought a "cui in vita" against Simon de Gokeshunt, and demanded &c.—Simon made default; wherefore the Grand Cape issued; and on the day when the Cape was returned, one John came and said that Simon held these tenements as tenant at will by lease from him, and that the fee and the right and the freehold were in him on the day &c., and he prayed to be received to defend his tenancy. — *Herle.* By common law he ought not to be received &c., nor by Statute; for the Statute was made against the husband, by reason of the hardship suffered by the wife where the husband was impleaded and he lost &c., and after the death of the husband the wife had no other recovery except by writ of Right; and in other cases where the tenements are in danger of being lost: but now he is not within the Statute; for if what he says be true, although judgment pass by Simon's default, he shall recover by assise of "novel desseisin;" and we pray

nostre bref purchace, prest &c. — *Kaile.* Nous ne avyomz rienz le jour &c., ne unqore ne avomz. — BEREFORD. Il vus surmette qe vus entrastes par soun baroun, e il veolt averer &c. — *Kaile.* Nous sums de si fieble estat qe nous ne poumz trier la tenaunce. — BERREFORD. Vostre respouns amount a taunt qe vus ne estastes [entrastes?] poynt par soun baroun &c.; pur ceo responez si vus entrastes par soun baroun ou noun, ou vus averez vos jugemenz maintenant.—*Kaile.* Nous ne entrames poynt par soun baroun, eyns par cely e cele &c.—Et alii contrarium &c. A.D. 1303.

§ En un bref de entre en le post le tenaunt dist qil ne avoyt rienz &c. si noun a la volunte un tiel, e le demaundant voleit aver attache sur luy la tenaunce le jour del bref purchace, e ne poeyt estre reseu; par quey le bref se abati &c.

§ Cassandra, qe fut la femme Adam de Staneley, porta soun cui in vita vers Simoun de Gokeshunt, e demaunda &c. Simoun fit defaute, par quey le graunt cape issit, e al jour del cape retourne survint un Jon e dist qe Simoun tynt ces tenemenz a terme a sa volunte de soun les, e le fee e le dreit e le fraunc-tenement furent a luy le jour &c., e pria destre reseu a defendre sa tenaunce.—*Herle.* Par comun dreit ne deit il estre reseu &c., ne par statut, qar le statut[1] fut fet pur la duresse qe ensusyt pur femme contre le baroun, la ou le baroun fut enplede e il perdisit &c., apres la mort le baroun la femme ne avoyt altre recoverie mes per bref de dreit, e en altre cas la ou tenemenz sunt en cas de perd: mes ore nest il pas en cas de statut; qe sil die verite, tut passe le jugement sur la defaute Simoun, il recovera par assise de novel disseisin, e demaundomz Cui in vita.

[1] 13 Ed. 1. Westm. 2. c. 3.

A.D. 1303. judgment if he ought to be received.—*Howard.* You say that the fee and the right and the freehold were yours on the day when the writ &c.; whose is the freehold now?—*Asseby.* It is enough for us to say that the fee and the right and the freehold were ours on the day &c.—HOWARD. Forasmuch as Simon makes default after default, the Court adjudges that the woman do recover &c., and that Simon be in mercy.

§ Showeth unto you William de Bevercote, parson of the church of Touxford &c., that the Abbot of Rugford &c. tortiously does not suffer him to have common of pasture in Touxford, namely in four hundred acres of wood to common with all manner of beasts throughout the year; and tortiously for this, that one William de Lexinton, late parson of the church aforesaid, predecessor of the aforesaid William de Bevercote, was seised as of fee in right of his said church, as appurtenant to his freehold in the same vill, in time of peace &c., in the time of our lord King Edward who now is &c., took the esplees as by pasturing his beasts and in other manner of issues of common of pasture, amounting to half a mark &c., as of the fee of his said church; and died seised &c.; and if the abbot &c. will deny it, William &c. thereof has good suit &c.—*Mutford.* This is a writ which savours of the nature of a writ of Ael or of Cosinage; wherefore we do not think that a parson of Holy Church can employ such a possessory writ against us; for we have not before seen such a writ granted out of the Chancery; and on the other hand, the statute does not give him such a writ; and the statute supposes that a parson &c. cannot employ the "quod permittat" at common law; for the statute says "although such writ " was not previously granted in the Chancery &c."—HENGHAM. Neither does the statute deprive him of such a writ, for the statute gives him the "quod per-

jugement sil deive estre reseu.—HOWARD. Vus dites qe A.D. 1303.
le fee e le dreit e le fraunc-tenement fut vostre le jour del bref &c.; a qy est le fraunc-tenement ore?—*Asseby.* Il nous suffit a dire qe le fee e le dreit e le fraunc-tenement fut nostre le jour &c. — HOWARD. Pur ceo qe Simoun fet defaute apres defaute, si agarde la Curt qe la femme recovere &c., e Simoun en la mersi.

§ Ceo[1] vus moustre William de Bevercote, persone del eglise de Touxford &c., qe le abbe de Rugfford &c. atort ne luy seoffre aver comune de pasture en Touxfford, nomement en quatre centz acres de bois a comuner ov tote manere des bestis par mi tut le an; e pur ceo atort, qe un William de Lexinton jadis persone del eglise avandite, predecessour le avandist William de Bevercote, fut seisi cum de fee de sa eglise avandite ausi cum apurtenaunt a soun fraunc-tenement en meisme la vile en tens de pes &c., en tens nostre seignur le Roy Edouard qe ore est &c., les esplees prist cum en pesaunt ces avers, en altre manere de isseu de comune de pasture, mountant a demi marc &c., cum del fee de sa eglise avandite, e morust seisi &c.; e si le abbe &c. le veolt dedire, William &c. en ad seute bone &c.—*Mutford.* Cest un bref qe savoure la nature de bref de Ael ou de Cosinnage; par quey ne entendomz mie qe persone de seint eglise puisse tiel bref de possession vers nous user, qar nous ne avomz pas veu tiel bref avant estre graunte hors de la Chauncelerie; e de altre part, statut ne luy donne pas tiel bref, e lestatut suppose qe persone &c. ne poet user le quod permittat a la comune lay; qe lestatut[2] dist—licet tale breve non fuit prius concessum in Cancelleria &c.—HENGHAM. Ne lestatut ne luy oste pas de tiel bref, qar lestatut luy donne le quod permittat, e

[1] For the writ, see App. III. | [2] 13 Ed. 1. Westm. 2. c. 24.

A.D. 1303. "mittat" and there are many kinds of "quod per- "mittat."—BEREFORD. When we find a good writ in accordance with his case, why should we deprive him of his good writ?—*Mutford.* Every writ must be sustained either by common law or by statute.—BEREFORD. The writ is maintainable by the . . . . law, wherefore answer over.—*Mutford.* Again we pray judgment of this writ, for the writ states "was seised as "of the fee of his church," and the writ ought to state "as in right of his church," and not "of the "fee;" and we pray judgment as above; for we have seen that a man has counted in a count of an advowson of a church, that such an one presented his clerk &c., who on his presentation &c., and took the esplees, such as oblations obventions &c., as of fee and of right, and that the count has been challenged, and has been thereby abated; and so in this case; and we pray judgment of the writ &c.—*Passelegh.* That is different; for you counted there that the clerk took the esplees &c., but it is not so in this case. Moreover, this is a possessory writ which determines the possession; why ought not the writ to conclude with the possession?—BEREFORD. Answer over.—*Mutford.* We pray the View (if we may have it) of that common, and of the freehold to which he claims that common to be appurtenant.—And he had it &c.

§ Robert the son of Robert de Burstal brought his writ of Formedon against George de Charneles, and demanded twenty shillings of rent with the appurtenances &c.; and said that one Richard de Esseby was seised of the twenty shillings, and gave [them] to Robert de Burstal his father, and to Basile his wife, and the heirs between them lawfully begotten, by which gift Robert and Basile were seised &c.; and so, after the death of the said Robert and Basile, they ought to descend to him by virtue of the limitation afore-

il i ad mainte manere de quod permittat. — BEREFORD. Quaunt nous trovomz un bon bref acordant a soun cas, pur quey luy osteromz de soun bon bref?—*Mutford.* Il covent qe checun bref seit maintenu ou par comune lay ou par estatut. — BEREFORD. Le bref est maintenable par la lay[1] . . . . . , pur ceo responez outre.—*Mutford.* Unqore nous demaundomz jugement de ceo bref, qe il i ad en le bref fuit seisitus ut de feodo ecclesie sue; e le bref dust estre ut de jure ecclesie sue e noun pas de feodo: e demaundomz jugement ut supra, qar nous avomz veu qe homme ad counte en un counte de une avowesoun de eglise qe un tiel presenta un seon clerke &c. qe a soun presentement &c., e lesples prist cum en oblaciouns obvenciouns &c. cum de fee e de dreit, e qe le counte ad este chalange, e par taunt abatu; et sic ex parte ista; demaundomz jugement del bref &c.—*Passelegh.* Cest est altre; qar la countes vus qe le clerk prist lesples &c.; mes si nest pas en ceo cas. Estre ceo, cest un bref possessori qe termine la possession, pur quey ne deit mie le bref conclure en la possession.—BEREFORD. Responez outre.—*Mutford.* Nous demaundomz la vewe, si nous la devomz aver, de cel comune e del fraunctenement a quey il cleyme cele comune estre apurtenaunte.—Et habuit &c. A.D. 1303.

§ Robert le fiz Robert de Burstal porta soun bref de fourme de doun vers George de Charneles, e demaunda xx. southe de rente ov les apurtenaunz &c.; e dist que un Richard de Esseby fut seisi de les xx. souz, e dona a Robert de Burstal soun pier e a Basili sa femme a eus e les heirs entre eus lealment engendrez, par quel doun Robert e Baisile furent seisiz &c.; dount apres la mort cely Robert e Basile a luy dusent discendre solum la fourme avandite, &c.—*Herle.* Sire, Fourme de doun en le discendere de rente.

[1] A space for a word is left in the MS.

A.D. 1303. said &c. — *Herle.* Sir, we tell you that the said Richard, on whose gift they found their title, held of us a mill, which they have put in their View, and whereout this rent arises, by homage and fealty and the service of twenty shillings; of which services Nicholas, father of this George, was seised by the hand of the said Richard, as by &c.; and after the death of Nicholas, George was seised &c.; and George's ancestors were always seised of these services; and we pray judgment if, by title of any gift or charge which this Richard who was our tenant could make, they ought to be answered, or can claim against us any interest in these twenty shillings. — *Asseby.* It cannot be denied that the said Richard held of them the mill by the service of twenty shillings; but we tell you that the said Richard did, before the Statute, enfeoff one Robert le Mouner of the said mill, to hold of him and his heirs by the service of thirty shillings, and by doing for him and his heirs to the chief lords the services affecting the tenements; Richard was seised by the hand of Robert as by the hand &c.; which Richard out of his seisin gave twenty shillings of the thirty shillings to Robert our father and to Basile &c., as above &c., to be received out of the mill by the hand of the said Robert le Mouner; by reason of which gift Robert attorned for his fealty to Robert our father and to Basile &c., and paid them the twenty shillings; and thus they were seised; then, after the deaths of Robert our father and of Basile, George drew to himself our rent of twenty shillings, and also his own rent of twenty shillings, and so he is seised of both; now, as to his rent of the twenty shillings which he claims to have as rent-service we demand nothing, but we demand the rent of twenty shillings which Richard gave to Robert our father and to Basile as above. —

nous vus diomz qe meisme cely Richard de qy doun A.D. 1303
se fount title tynt de nous un molin qil unt mis en lour vewe, dount ceste rente dust surdre, par homage e par fealte e par le service de xx. souz; de quels services Nichole pier cesti George fut seisi par mi la main meisme cesti Richard, cum &c.; e apres la mort Nichole, George seisi &c.; e les auncestres George seisis de ces services de tut tens; e demaundomz jugement si par title de nul doun ou charge qe cely Richard qe fut nostre tenaunt poeyt fere, deivent estre respounduz, ou rienz en ces xx. souz vers nous pusent demaunder. —*Asseby.* Ne poet estre dedit qe cely Richard ne tynt de eus le molin par les services de xx. souz; mes nous vus diomz qe cely Richard avant statut enfeffa de meisme le molin un Robert le Mouner, a tenir de luy e de ces heirs par le service de xxx. souz, e fesaunt pur luy e pur ces heirs a les chefs seignurages les services qe a tenemenz apendoyent; dount Richard seisi par mi la main Robert cum par mi la main &c.: le quel Richard hors de sa seisine dona les xx. souz de les xxx. souz a Robert nostre pier e a Basile &c., ut supra &c., a reseiver del molin par mi la mayn cely Robert le Mouner; par vertue de quel doun Robert se attourna a Robert nostre pier e a Basile &c. de sa fealte, e les rendi les xx. souz; e issi furent il seisez; dount apres la mort Robert nostre pier e Basile, George acrocha a luy nostre rente de xx. souz, e estre ceo sa rente demene de les xx. souz, e issi est il seisi de amedeus; dount quaunt a sa rente de les xx. souz qil cleyme aver ausi cum rente service, nous ne demaundomz rienz, mes nous demaundomz la rente de les xx. souz qe Richard dona a Robert nostre pier e a Basile &c., ut supra &c.—*Herle.* Ore demaundomz

A.D. 1303. *Herle.* Now we pray judgment, since they have admitted that Robert le Mouner is their tenant of the same rent, against whom they can have their recovery by way of distress, and they have admitted that they have a different tenant from us, we pray judgment if on this writ they ought to be answered. — *Asseby.* We have said, and we still say that you receive the same rent which we ought to receive, and so you are tenant of the subject of our demand &c.—*Toutheby* (ad idem). Does it follow that because I can distrain, I cannot employ the assise of Mordancester? (intimating that it did not.) — BEREFORD. Nay, but he tells you that he is not tenant of the subject of your demand; for if Richard de Asseby hold of me certain tenements by the service of ten shillings, and he grant to William Herle twenty shillings out of the same tenements—if my service of the ten shillings be in arrear, does it thereby follow that William Herle is tenant of my ten shillings? (intimating the negative.) — *Asseby.* We will aver that he is tenant of the subject of our demand. — *Herle.* It is possible that Robert, the father of Robert who brings the writ, has released and quit-claimed the twenty shillings to his tenant Robert le Mouner, and has bound himself and his heirs to warranty, so that if he bring his writ against Robert, he (Robert) would bar him by the specialty; or it may be that this Robert, whom he has made his tenant by his acknowledgment, has withdrawn the rent, and that consequently George is not tenant: we pray judgment if they can claim against us anything in this rent.— *Asseby.* Say you then that Robert has withdrawn the rent?—*Herle.* We say that you have your recovery by distress against him whom you have acknowledged to be your tenant.—BEREFORD. Should I be ousted from the assise because I could recover by distress; so that by having one I should be ousted from the other?

jugement depuis qil unt conu qe Robert le Mouner est lour tenaunt de meisme la rente, vers qy il poent aver lour recoverer par voy de destresse, e unt conu qil unt altre tenaunt qe nous ne sums; demaundomz jugement si a cesti bref deyvent estre respounduz.—*Asseby.* Nous avomz dist e unqore diomz qe vus receyvez meisme la rente qe nous dusomz receyver, e issi estes vus tenaunt de nostre demaunde, &c.—*Toutheby* (ad idem). Enseuit il de ceo qe pur ceo qe jeo puise avener par voye de destresse, qe jeo ne puisse user la assise de mort auncestre? (quasi diceret quod non.)—BEREFORD. Nai, mes il vus dist qil nest pas tenaunt de vostre demaunde; qar si Richard de Asseby teigne de moy certein tenemenz par le service de x. souz, e il fet de meisme les tenemenz a William Herle xx. sous, si moun service de les diz souz seit arer, ensuit il de ceo qe William Herle est tenaunt de mes dis souz? (quasi &c. quod non.)—*Asseby.* Nous volomz averer qil est tenaunt de nostre demaunde. —*Herle.* Ceo est possible, qe Robert pier Robert qe porte le bref ad relesse e quiteclame les xx. souz a Robert le Mouner soun tenaunt, e oblige luy e ces heirs a la garantie, issi qe sil porte soun bref vers Robert, il luy forclorreit par lespecialte; ou poet estre qe cely Robert qe il ad fet soun tenaunt par mi sa conisaunce ad susstret la rente, e par consequent George noun pas tenaunt; demaundoms jugement si rienz en ceste rente vers nous pusent demaunder. —*Asseby.* Dites dunke qe Robert ad susstret le rente? —*Herle.* Nous diomz qe vus avez vostre recoverer vers cely qe vus avez conu estre vostre tenaunt par destresse &c.—BEREFORD. Seroi jeo oste de la assise pur ceo qe jeo puisse recoverer par distresse, issi qe par le un seroi jeo oste de lautre? (quasi diceret quod A.D. 1303.

A.D. 1303. (intimating the negative).—*Malm.* One ought not to aid himself by an action which is doubtful, where he can aid himself by an action which is certain; but now it is doubtful if we be tenant or not of the rent which is in demand, and he can have his recovery against Robert by an action which is certain, namely distress; we pray judgment &c.—BEREFORD. Is it certain that he can have his recovery by distress?—*Malm.* Yes, after the attornment by Robert.—BEREFORD. After the attornment for what? for rent-seck? for in the seisin of Richard de Esseby the twenty shillings were rent-service, but as soon as Richard had given them to Robert and to Basile they became rent-seck; for by Richard's deed the twenty shillings which were rent-service changed into rent-seck &c.—*Passelegh.* We make protestation that we do not admit that we are tenants of the forty shillings, but we tell you that they cannot say that we are tenants of the subject of their demand as they demand it; for whatever we hold we hold as rent-service, and what they demand is a rent charge; we pray judgment if upon us they can fix the tenancy of what they demand.—BEREFORD. Give them other tenants; for you can never say that Robert le Mouner be tenant of the rent, if he has not withdrawn the rent, so that the rent remained in his hand, thereby enabling them to have their writ against him; but now they tell you that Robert pays you the same rent which they ought to receive, and so you are tenant; wherefore answer if it be so or not.—*Herle.* We only receive twenty shillings of rent-service by the hand of Robert le Mouner, as our ancestors did; ready &c.—*Asseby.* You receive the twenty shillings of rent-service, and beside that the twenty shillings which we ought to receive and which we demand, ready &c.—And so to the country.

non.)—*Malm.* Homme ne se deit mie eyder par ac- A.D. 1303.
cioun dotouse par la ou homme se poet eyder par accioun certein; mes ore est ceo doute, si nous sums tenaunt de cele rente quest en demaunde ou noun, e il poet aver soun recoverie par accioun certein vers Robert par destresse; demaundomz jugement &c.—BEREFORD.—Est ceo certein qil poet aver soun recoverer par destresse?—*Malm.* Oil, apres le atturnement Robert.—BEREFORD. Apres le atturnement de quey? de seke rente? qar en la seisine Richard de Esseby les xx. souz furent rente service; mes maintenant quaunt Richard les avoyt done a Robert e a Basile, il devindrent seke rente, issi qe par le fet Richard qe les xx. souz qe furent rente service chaungerent en seke rente &c.—*Passelegh.* Nous fesomz protestacion qe nous ne grauntomz pas qe nous sums tenaunz de les xl., mes nous vus diomz qil ne poent dire qe nous sums tenaunz de lour demaunde ausi cum il demaundent; qar quaunke nous tenomz nous tenomz ausi cum rente service, e ceo qil demaundent est rente charge; demaundomz jugement si sur nous pusent attacher la tenaunce de lour demaunde.—BEREFORD. Donez les altres tenaunts; qar vus ne poez james dire qe Robert le Mouner seit de la rente tenaunt, sil neit sustret la rente, issi qe la rente demorast en sa mayn, dount il poeynt vers ly lour bref user; mes ore vus diount il qe Robert vus paye meisme la rente qil dusent receyver, e issi estes vus tenaunt; pur ceo responez sil seit issi ou noun.—*Herle.* Nous ne reseyvomz forqe xx. souz de rente service par my la mayn Robert le Mouner, ausi cum nos auncestres fesoint; prest &c. —*Asseby.* Vus receyvez les xx. souz de rente service, e estre ceo les xx. souz qe nous dusomz reseyver, e qe nous demaundomz; prest &c.—Et sic ad patriam.

A.D. 1303. § John de Lodbroke brought his "quare impedit" against the Abbot of Leicester, and said that tortiously he disturbed him &c.; for the reason that whereas in a suit on such a day, in such a year, between &c., before such and such Justices in Eyre, which the predecessor of the said abbot instituted against John's ancestor &c., a fine was made &c. of the advowson of the church of S., and that they agreed in this form, viz., that after the death of the then parson, John's ancestor or his heirs should present a fit parson &c. to the abbot, and that the abbot should present him to the bishop; that by the privation of the then clerk, the church is now void; whereupon he presented to the abbot &c., but that he refused the presentee &c.: and see here the fine &c.—*Asseby.* Before the presentation which he last made (to the abbot) he presented another person, namely one Simon &c., and the abbot presented him to the bishop; and the abbot is a man in religion, who cannot change his mind; and we pray judgment if to this writ &c. — *Herle.* And we pray judgment, inasmuch as he cannot deny that we are patron, as the fine supposes, and the abbot has only to execute and put into operation our presentation; and although the abbot, being a man in religion, cannot change his mind, we are a lay patron, and can change our mind until our presentee be received and instituted by the bishop; we pray judgment, and we pray a writ &c.—HOWARD. Think you that the bishop will receive from the abbot a clerk of another's presenting? it seems not. On the other hand, you cannot bring the "quare non admisit" against the bishop; consequently you are not patron. And moreover, they tell you that the abbot is a man in religion, who cannot change his mind; for if a man in religion do not present a fit person, the bishop shall present for that turn; and therefore a man in religion cannot change his mind: now they tell you that heretofore

§ Johan de Lodbroke porta soun quare impedit vers le abbe de Leycestre, e dist qe atort luy desturbe &c., par la resoun qe la ou disbate tiel jour tiel an entre &c., devant tiels Justices errauns, qe le predecessour cesti tenyst a le auncestre Johan &c., fin fete &c., de lavowesoun del eglise de S., issi qil acordèrent en ceste fourme, qe apres la mort cely qe adunke fut persone, qe [le] auncestre Johan ou ces heirs presentereint covenable persone &c. al abbe, e qe le abbe presentereit a lesvesqe; dount par la privacion la eglise est ore voyde de cely clerk &c.; par quey il presenta al abbe &c., e il soun presente refusa &c.; e veez cy la fin &c. —*Asseby.* Avant le presentement qil fit ore drein, il presenta un altre, un Simoun &c.; e le abbe meisme cely presenta avant a lesvesqe; e il est homme de religion qe ne poet mie sa volunte chaunger; e demaundomz jugement si a cesti bref &c. — *Herle.* E nous jugement, depuis qil ne poet dedire qe nous ne sums patroun ausi cum la fin &c. suppose, e le abbe nest forqe executour e conveour de nostre presentement; e tut ne poet mie le abbe, pur ceo qil est homme de religion, chaunger sa volunte, nous sums lays patroun e poumz nostre volunte chaunger, taunke nostre presente seit reseu e institut desvesqe; demaundomz jugement e priomz bref &c. — HOWARD. Quidez vus qe lesvesqe receyvera un clerk de par le abbe de altri presentement? videtur quod non. De altre part, vus ne poez mie porter le quare non admisit vers lesvesqe, e par consequent vus nestis pas patroun. E estre ceo, il vus diount qe le abbe est homme de religion qe ne poet mie sa volunte chaunger; qar si homme de religion ne presente pas covenable persone, lesvesqe durra a cele foyez, e pur ceo ne poet homme de religion sa volunte chaunger; dount il vus diount qe avant ces

A.D. 1303. Quare impedit.

A.D. 1303. you presented one Simon &c., and that the abbot presented him to the bishop, and thus the abbot has done what the fine directed.—*Herle.* As before &c. — HENGHAM. Forasmuch as you have admitted that you previously presented another person, and that the abbot did present him to the bishop, and thereby did what the fine required, and what he ought to have done, the Court adjudges that you take nothing by your writ.

§ One A. brought his Replevin against B., and said that tortiously he took his sheep &c. — *Est.* We avow the taking &c., for that to us belongs the search of the common of the vill; and we tell you that we made our search on such a day &c., and we found on the common these sheep, which do not belong to any of the commoners; so we took them &c.—*Tiltone.* His right of search extends to the moor only, and the taking was in such a field, ready &c. — *Est.* Answer, are we the lord or not?—*Herle.* You have avowed by reason of a right of search which belongs to you, as you say; and you may have a right of search although you be not lord.—*Est.* amended his avowry, and said that he was lord of the common &c., and found there the sheep of such an one who ought not to common, and so he avowed &c. for damage &c. — *Herle.* He cannot amend his avowry, but if you think that he can, we will answer.—BEREFORD. Answer.—*Friskeney.* We have a freehold in the vill to which common is appendant; and we tell you that the sheep were in our keeping, and we have to answer for them &c.; judgment if he can avow the distress.—BEREFORD. What necessity had you to take other sheep &c.?—*Herle.* Sir, we tell you that we have a fold &c., and we tell you that we and the tenants of the land which we hold have used, when we had not a sufficient number of sheep, to make a gathering of other persons'

oures vus presentastes un Simoun &c., e le abbe le presenta a lesvesqe, e issi ad le abbe fet ceo qe la fin veolt. — *Herle.* Ut prius &c. — HENGHAM. Pur ceo qe vus avez conu qe vus presentastes avant un altre, e qe le abbe meisme cely presenta a lesvesqe, e par taunt ad fet quaunk la fin veolt, e ceo qe a luy apend, si agarde ceste Curt qe vus ne preignez rienz par vostre bref &c. A.D. 1303

§ Un A. porta soun replevin vers B., e dist qe atort prist ces berbis &c.—*Est.* Nous avowomz la prise &c., pur ceo qe a nous apent la serche de la comune de la vile; e vus diomz qe nous feimes nostre serche tiel jour &c., e trovames ces berbis en la comune, que furent a nul des comoners; si les preimes nous &c.— *Tiltone.* La serche a luy apend forqe en cele more, e la prise fut fet en tiel chaump, prest &c.—*Est.* Responez, sums seignur ou noun?—*Herle.* Vus avez avowe par resoun de une serche qe a vus apend, a ceo qe vus dites, e vus poez aver serche tut ne seez vus seignur.—*Est.* amenda sa avowerie &c., e dist qil fut seignur de la comune &c., e trova les berbis un tiel qe ne dust comuner, e issi avowa il &c. pur damage &c. — *Herle.* Il ne poet mie amender sa avowerie, e si vus veez qil poet, nous respoundromz. — BEREFORD. Responez. — *Friskeney.* Nous avomz fraunc-tenement en la vile a qy comune est apendant, e vus diomz qe les berbis furent en nostre garde, nous a respoundre &c.; jugement sil puse destresse avower. — BEREFORD. Quele necessite aviez vus de prendre altre berbis &c.—*Herle.* Sire, nous vus diomz qe nous avomz faude &c., e vus diomz qe nous e les teres tenaunz qe nous tenomz avomz use, par la ou nous ne aviomz pas asseez des berbis, de fere une colleit Replevin.

A.D. 1303. sheep &c. for the sake of manure to manure our land; and we tell you that we had not &c., and so we took &c., and we pray judgment &c.—*Toutheby.* It seems to me that he has abated his own plaint; for he counts of his beasts tortiously taken, and now he admits that they are other persons' sheep; judgment &c.—*Malm.* We have said that they were in our keeping, and that we were to answer for them, and thereby they were our sheep. —*Est.* He is a stranger purchaser, and we tell you that neither he nor the terre-tenants ever had common except for their own beasts, ready &c. And besides this, common law is against him.—BEREFORD. He alleges a special law [custom] always used.—*Toutheby.* Can a commoner have other persons' beasts on the common.— *Herle.* Why not, when the commoner shall be answerable for every head. Moreover, if I have another person's oxen in my plough to till my land, shall I not put them on the common? I shall &c.—*Toutheby.* That is a different case, necessity compels you.—*Malm.* Answer, have we a fold in the vill or not? for in respect of the fold we claim that profit &c.—*Est.* We have nothing to do with your fold; but you ought not to have common except for your own beasts, ready &c.— BEREFORD. By reason of that fold they claim to make a gathering of other persons' sheep; wherefore answer as to the fold.—*Est.* Those who held these lands never had a fold, except of three or four hurdles, in which fold they never had any sheep except their own, and they never made a gathering of any other sheep, without those others being impounded, ready &c.—*Mutford.* They have been accustomed to take other sheep, when they had not sufficient of their own in the fold to supply manure, and that without being disturbed, ready &c.—And so to the country.

§ Ralph le Botiler the younger and Hauwise his wife and Thomas Paniel and Isabel his wife brought an

de altri berbis &c. par resoun de compote pur com- A.D. 1303.
poter nostre terre; e vus diomz qe nous ne avyomz pas &c., e issi preimes &c.; e demaundomz jugement &c. — *Toutheby.* Il me semble qil ad abatu sa pleinte demene, qil counte de ces avers atort pris &c., e ore conust qil sunt altre [altri?] berbis; judgment &c. — *Malm.* Nous avomz dist qil furent en nostre garde, e nous a respoundre, e par taunt nos berbis. — *Est.* Il est estraunge purchasour, e vus [diomz] qe ly ne les teres tenans unkes incomunerent si noun de lour propres bestis, prest &c. E estre ceo, comune lay est encountre ly. — BEREFORD. Il allege especiel lay de tut tens use.—*Toutheby.* Poet un comuner aver altre [altri?] bestis en la comune?—*Herle.* Pur quey noun, quaunt le comuner serra responant de checune teste. Estre ceo, si jeo ay altre bouefs en ma carue pur gainer ma terre, ne les mettrai jeo poynt en la comune? si frai &c. — *Toutheby.* Ceo est altre cas, necessite vus chace.—*Malm.* Responez, avomz faude en la vile ou noun? qe pur la faude clamomz tiel profite &c.—*Est.* De vostre faude ne avomz qe fere; mes vus ne devez comuner forqe de vos propres bestis, prest &c. — BEREFORD. Par resoun de cele faudaile il cleiment de fere colleit de altre berbis; pur ceo responez a la faude. — *Est.* Ceus qe teneint celes terres ne avoynt unkes faude forqe de treis cleis ou de quatre; en quele faude il ne avoynt forqe lour propres berbis de tut tens, e unkes ne fesaint colleit de altre berbis, que le berbis ne furent enparkes, prest &c. — *Mutford.* Qil unt pris altre berbis en defaute quaunt il ne avoynt asseez meismes a lour faude par resoun de compote, saunz estre desturbe, prest &c.—Et sic ad patriam.

§ Rauf le Botiler le pune e Hauwise sa femme, Thomas Paniel e Isabele sa femme porterent assise de Assise de drein presentement.

A.D. 1303. assise of "darrein presentement" against Ralph le Botiler the elder and Margery his wife, wherein Ralph le Botiler the younger and Hauwise &c. were non-suit. Thereupon *Mutford* (for Thomas Paniel and Isabel his wife) said that one Richard Gobioun, father of the aforesaid Hauwise and Isabel, presented his clerk named John de Steveys, who on his presentation &c. to the church of Onapetost, by whose death the church is now void; and he prayed the assise &c.—*Asseby.* Then say you that it belongs to you to present, by reason that Richard &c., your ancestor &c., presented last &c.? — BEREFORD. They say that Richard their ancestor presented last, and they pray that this may be enquired of by the assise.—*Asseby.* We tell you that the manor of Onapetost, to which the advowson &c., was in the seisin of the said Richard &c.; after whose death Ralph le Botiler the younger and Hauwise &c. and one Ralph Paniel (as guardian of Isabel, because she was under age,) entered on the manor, and that they assigned the manor &c., to which the advowson &c., to this Margery as her dower; and thus Ralph and Margery hold the manor together with the advowson; and thus it belongs &c.—*Malm.* Then you clearly admit that Richard our ancestor presented last.—BEREFORD. They clearly admit that Richard presented, for Richard was the husband of this Margery to whom you assigned for dower the manor together with the advowson &c.—*Friskeney.* Do you say that the manor to which the advowson &c. belongs &c. was assigned to Margery; or do you say that the manor together with the advowson &c.; so that the advowson passed by the assignment as an advowson in gross?—*Asseby.* The manor to which the advowson was appendant &c. was assigned &c. —*Mutford.* We will imparl.—And he came back.—*Friskeney.* We tell you that the manor &c. together with the advowson was heretofore in the seisin of one

drein presentement vers Rauf le Botiler le eyne e A.D. 1303.
Margerie sa femme, dount Rauf le Botiler le pune e Hauwise &c. furent nounsieuys; dount *Mutford* (pur Thomas Paniel e Isabele sa femme) dist qe un Richard Gobioun pier les avandiz Hauwise e Isabele presenta un seon clerk Johan de Stevys par noun, qe a soun presentement &c. a lesglise de Onapetost, par qy mort lesglise est ore voide, e pria la assise &c.—*Asseby.* Dunk dites vus qe a vus apent a presenter, par la resoun qe Richard &c. vostre auncestre presenta drein &c.?—BEREFORD. Il diount qe Richard lour auncestre presenta drein, e priount qe ceo seint recognu par assise.—*Asseby.* Nous vus diomz qe le maner de Onapetost a quey lavowesoun &c. fut en la seisine cely Richard &c.; apres qy mort entrerent en le maner R. le Botiler le pieune e Hauwise &c., e un Rauf Paniel ausi cum gardein Isabele, pur ceo qe ele fut dens age, qe assignerent a meisme ceste Margerie le maner &c. a quey lavowesoun &c. en dower; e issi Rauf e Margerie entenent le maner ovesqe lavowesoun; e issi apent &c.—*Malm.* Dunk grauntez vus bien qe Richard nostre auncestre presenta drein &c.—BEREFORD. Il grauntent bien qe Richard presenta, qar Richard fut le baroun ceste Margerie a qy vus assignastes en dower le maner ovesqe lavowesoun &c.—*Friskeney.* Dites vus qe le maner a quey lavowesoun &c. apend &c. fut assigne a Margerie, ou vus dites qe le maner ovesqe lavowesoun &c., issi qe lavowesoun passa cum un gros par lasignement?—*Asseby.* Le maner a quey lavowesoun fut apendaunt &c. fut assigne &c.—*Mutford.* Nous emparlerumz.—E revint.—*Friskeney.* Nous vus diomz qe le maner &c. ovesqe lavowesoun fut en acun tens

A.D. 1303. Robert, who gave the manor in frank-marriage with one Margery his daughter, to one Richard grandfather of Richard our ancestor, whose presentation they have admitted &c, retaining to himself the advowson &c. and the homage and the services of such an one a free tenant of the same manor because one W. the father of Richard Gobioun purchased the advowson as an advowson in gross; whereby Richard our ancestor, who presented last, held the advowson as an advowson in gross, and thus the advowson is not apendant to the manor, ready &c. by the Assise &c.—*Asseby.* Whether you say that the advowson is apendant or not apendant &c., we vouch the Record that we always said that you assigned the manor with the advowson, without retaining anything. — *Friskeney.* As before.— BEREFORD. He said that you assigned the manor together with the advowson, without retaining anything &c.; wherefore answer over.—*Friskeney.* After the death of Richard our ancestor, we assigned to her for dower the third part of the same manor; and a long time afterwards, on her entreaty, we granted to her the other two parts thereof in exchange for other tenements which she held in dower; and we always retained to ourselves the homage and the service of such an one &c. and the advowson &c., ready &c.—*Asseby.* You assigned to us the manor together with the advowson, without retaining anything &c.—And so &c.

§ A lady brought her "cui in vita" &c., and her writ stated "which she claims to be her right and "inheritance, and into which &c." — *Asseby.* Whereas she supposes by her writ that it is her right and her inheritance, we say that the tenements which she demands did not descend to her, ready &c.—*Passelegh.* That is not an answer; in a writ of Right of my purchase I shall count that it is my right and my inheritance, notwithstanding I have not the tenements by

en la seisine un Robert qe dona le maner ov une Margerie sa file a un Richard ael Richard nostre auncestre qy presentement il unt conu &c. en fraunc mariage, e retynt devers ly lavowesoun &c, e le homage e les services un tiel fraunc tenaunt de meisme le maner, par quey qe un W. pier Richard Gobioun purchasa lavowesoun ausi cum un gros; par quey Richard nostre auncestre qe presenta drein tynt lavowesoun cum un gros, e issi lavowesoun noun pas apendaunt al maner; prest &c. par assise &c.—*Asseby.* Coment qe vus dites qe lavowesoun est apendaunt on disapendaunt &c., nous vouchomz record, qe nous deimes tut veirs qe vus assignastes le maner ov lavowesoun sauns rien retenir.—*Friskeney.* Ut supra.—BEREFORD. Il dist qe vue ly assignastes le maner ovesqe lavowesoun sauns nule retenaunce &c.; pur ceo responez outre.—*Friskeney.* Apres le mort Richard nostre auncestre nous luy assignames la tierce partie de meisme le maner en dower; e longement apres, ele parla taunt a nous qe nous luy grauntames les deus parties en eschaungis de altres tenemenz qele tynt en dower, e tote veirs retenimes devers nous le homage e le service un tiel &c., e lavowesoun &c.; prest &c.—*Asseby.* Qe vus nous assignastes le maner ovesqe lavowesoun sauns rienz retenir; prest &c.—Et sic &c. A.D. 1303.

§ Une dame porta soun cui in vita &c., e soun bref voleit quod clamat esse jus et hereditatem suam et in quod &c. — *Asseby.* La ou ele suppose par soun bref qe ceo est soun dreit e soun heritage, les tenemenz qele demaunde luy discendirent poynt, prest &c. — *Passelegh.* Ceo nest pas respouns; en un bref de dreit de moun purchase jeo counterai qe ceo est moun dreit e moun heritage, e nepurquaunt jeo nai mie les Cui in vita.

A.D. 1303. descent.—HENGHAM. Plead something else.—*Asseby.* If she ever had anything in these tenements, she had it as joint purchaser with her husband; and she might have had a good writ &c. "of the gift of such an "one &c.," and we pray judgment of the writ.—HENGHAM. Forasmuch as you cannct deny that she had nothing in these tenements unless as joint purchaser with her husband &c., if she had anything &c., the Court adjudges that she take nothing by this writ &c., but be &c.

§ One Gilbert de C. complained that one R. tortiously took his beasts &c.—*Asseby* avowed &c. by reason that one John the son of Hugh held the tenements of him &c. by the service of two shillings &c., of which services he was seised by the hand of the said John &c., and so he avowed on John &c.—*Toutheby.* This John enfeoffed Gilbert, who now complains, of these tenements, to hold of the chief lord &c., and since Gilbert is his tenant, and privy by statute, and he might have avowed upon him, we pray judgment of his avowry.—*Asseby.* You are a stranger, for you never tendered your services.—*Toutheby.* As before.—BEREFORD. Can you say that you are privy, and that you will drive him to avow on you, if you have not tendered your services? (intimating the negative.) Answer.—*Toutheby.* He was never seised by the hand of John the son of Hugh, ready &c.—*Asseby.* You are a stranger, wherefore that answer does not lie in your mouth.—*Toutheby.* We shall have the benefit of the same answer as John our feoffor would have had if he were present.—BEREFORD. How will you aid yourself, by common law or by special law? the common law will not aid you in this case, nor will special law give you such advantage. And, moreover, would John the son of Hugh, by whose hand they allege their seisin, be received to say that they were never seised by his hand without

tenemenz par discente. — HENGHAM. Dites altre choce. A.D. 1303.
—*Asseby.* Si ele avoyt unkes rienz en ceus tenemenz ele avoyt de joynt purchas ovesqe soun baroun, e ele poeyt aver eu bon bref &c., de dono talis &c.; e demaundomz jugement del bref.—HENGHAM. Pur ceo qe vus ne poez dedire qele navoyt rienz en ces tenemenz si noun del joint purchas soun baroun &c., si riens avoyt &c.; si agarde la Curt qe ele ne preigne rienz par cesti bref &c., einz seit &c.

§ Un Gilbert de C. senpleint qe un R. atort prist Replevin.
ces avers &c.—*Asseby* avowa &c. par la resoun qe un Johan le fiz Hue tynt de luy les tenemenz &c., par le service de deus souz &c., des queus services il fut seisi par mi la main celi Jon &c., e issi avowa sur Jon &c.—*Toutheby.* Cely Johan enfeffa Gilbert qe ore senpleint de ces tenemenz a tenir de chef seignurage &c.; e desicum Gilbert est soun tenaunt e prive par statut sur qy il poeyt aver avowe, demaundomz jugement de savowerie. — *Asseby.* Vus estes estraunge qar vus ne tendistes unkes vos services. — *Toutheby.* Ut supra.—BEREFORD. Volez dire qe vus estes prive e qe vus ly chacerez de avower sur vus si vus ne ly eez tendu vus services? (quod non &c.)—*Toutheby.* Il ne fut unkes seisi par mi la main Johan le fiz Hue, prest &c. — *Asseby.* Vus estes estraunge, par quey qe ceo respouns ne gist pas en vostre bouche. — *Toutheby.* Nous joyeromz meisme le respouns qe Johan nostre feffour joyereit sil fut en present.—BEREFORD. Coment, par comune lay ou par lay especial volez eyder? la comune lay vus eydera nule rienz en ceo cas; ne la lay especial ne vus durra pas tiel avantage; e estre ceo, seroit Johan le fiz Hue, par mi qy main il lye lour seisin, reseu a dire qe unkes seisi par mi sa

A.D. 1303. saying anything more? (intimating the negative;) wherefore, answer.—*Toutheby.* Out of his fee.—And the others said the contrary.

The following Cases are not in A. but are taken from B.

§ One Adam brought a writ of Waste against Robert, and said that he had committed waste in a wood which he had in ward by reason of the non-age of Adam.—*Herle.* The writ says "had in ward," and it ought to have said "held in ward;" for one "holds" as guardian.—*Asseby.* Against one who holds for term of life, or of years, or in dower, who has entered as it were by deed, the writ shall say "holds;" but against a guardian it shall always say "has" and not "holds," for one "has" and does not "hold" the wardship; and so, as I shall have the "has" against the guardian during the wardship, I shall likewise well use the "had" against the guardian when the heir is seised of his lands and the wardship passes &c.—HOWARD. Answer over.—*Herle.* This writ does not lie except against the guardian by right; and we tell you that Philip de la Hulle held the manor of N. for his life in service and in demesne, in whose time this wardship fell to him, and he died, and his executors leased the wardship to us, and that the writ lies against them, judgment of this writ.—HENGHAM. If A. lease a tenement to B. for the term of his life, and B. lease over to C., and C. commit waste, A. shall not recover against C., but against B.; so in this case.—*Asseby.* The tenements are holden of you by services which give wardship &c., and so &c. you entered after Philip's death &c.; judgment if the writ be not good, since you are guardian by right.—*Herle.* The wardship accrued in Philip's time; therefore if we had got hold of the wardship without the lease from the executors, they would have recovered

mayn saunz plus dire? (quasi &c. quod non;) pur ceo responez.—*Toutheby.* Hors de soun fee.— Et alii contrarium. A.D. 1303.

* *The following Cases are not in A., but are taken from B.*

§ Un Adam porta un bref de Wast vers Robert, e dyt qe yl avoyt fet wast de boys qe yl avoyt en sa garde par le nonage Adam. — *Herle.* Le bref veot habuit in custodia e yl dut aver dit tenuit; car hom tent en noun de garde.— [[1] *Asseby.* Vers cely qe tent a terme de vye ou des aunz ou en douer, qe sunt entre com par fet, hom avera vers eux "tenet," mes ou vers gardeyn hom avera tous [jorz] le habet et non tenet, qe hom ad la garde et ne tent pas; et ausi com' jeo averay le habet vers le gardeyn durant la garde, aucy ben averay jeo le habuit vers le gardeyn quant le heyr est seisi de ces terez e la garde passe &c.] — HOWARD. Dites outre. — *Herle.* Cesty bref ne gist nent fors vers gardeyn de dreyt; et vous dioms qe Phelipe de la Hulle tynt le maner de N. a terme de sa vie en service et en demeyne, en qi tenps ceste garde ly eschut, et yl morust, ky executours nous lesserent la garde, vers queux le bref gist; jugement de cesty bref.—HENGHAM. Si A. lesse a B. un tenement a terme de sa vye, e B. a terme de &c. lesse outre a C., C. fet wast; A. navera my son recoverer vers C., eyns vers B.; auxi pardeca. — *Asseby.* Les tenemens sunt tenuz de vous par services qe donnent garde &c., et issint &c. entrastes vous apres la mort Phelipe &c., jugement si le bref ne seyt bon, de pus qe vous estes gardeyn de dreyt. — *Herle.* La garde cheust en tenps Phelipe; dount tut ussums nous ahappe la garde apres sa mort saunz le lesse les executours, eux ussent recovri Bref de Wast.

[1] The words in brackets are not in C.

A.D. 1303. it from us together with their damages; then if we had so got hold of it and made satisfaction to the executors, it would have been as good as a lease; wherefore an answer must be made as to whether the wardship accrued in Philip's time.—HOWARD. If I, a stranger having no right, get hold of a wardship and commit waste, the heir may well bring his writ against me; so, although you entered tortiously, that does not abate the writ.—*Asseby.* The executors of Philip were never so seised of the wardship that they could lease it &c.; but he abated on the wardship after Philip's death, ready &c.—*Herle.* Not on the executors.—And the other side said the contrary.—Therefore, &c.

§ A woman brought her "cui in vita" against one Thomas, thus, "into which he has not entry except "after the lease which her husband made to one "Richard &c." The tenant vouched to warranty the Prior of Rutton, who came into Court and asked by what; and the tenant put forward the deed of the predecessor &c., which purported that his predecessor had given to Richard and his heirs, to hold of him and of his assigns &c., rendering yearly four shillings &c.; and then came a clause of warranty, and a provision that on failure of warranty the rent of four shillings should cease &c.—*Passelegh.* By this deed we ought not to warrant, for in order that his successor may be bound &c., it is necessary that there should be a special clause of warranty &c., and in this deed there is none such; wherefore &c.; and the word "give" binds him only who makes the gift, during his life &c.; but our predecessor Nicholas is dead &c.—*Herle.* Do you claim anything in this rent &c.? On the other hand the deed purports that you ought to warrant if you can &c.—HENGHAM read the statute "De Bigamis," which states, "unless in such case "that a man ought to warrant &c., and then he shall

la garde de nous, e domages; dount tut le ussoms ensint hape e fet gre as executours, taunt valut com les; par quei covent respoundre si la garde eschut en tenps Phelipe &c.—HOWARD. Si jeo, estrounge qe nul dreyt nay, hape une garde et face wast, le heyr purra ben porter sun bref vers moy; dount tut entrastes vous atort, ceo ne abate mye le bref.—*Asseby.* Les executours Phelipe unkes sesi de la garde, issint qe yl purreient lesser &c.; mes yl se abaty en la garde apres la mort Phelipe, prest &c.—*Herle.* Nom a les executours. —Et e contra.—Ideo &c. A.D. 1303.

§ Une femme porta sun cui in vita vers un Thomas, en les queux yl nad entre si noun pus le les qe sun baron fit a un Richard &c. Le tenaunt voche a garrantye le Prior de Ruttone, qe vynt en Court e demaunda par quey; e lautre myst avaunt fet le predecessour &c., qe voleyt qe sun predecessour avoyt done a Richard e a ses heyrs, a tener de ly et ses assignez &c., rendaunt par an quatre south &c.; e pus yl dut aver dyt clause de garrantye, e syl avynt qe nous ne pussoms garrantir qe la rente de quatre south se esteygne &c.—*Passelegh.* Par ceo fet ne devum garrantyr, qe a ceo qe sun successour deyt estre lye &c., si covent qe ceo seyt par especial clause de garrantye &c.; e en ceo fet nad yl poynt; par quei &c.: [[1] e sur cele parole de doun ne lye poynt fors cely qe fet le doun &c. pur sa vye &c.; mes nostre predecessour Nicholas est mort &c.]—*Herle.* Clamez vous ren en la rente &c.? e daltre part, le fet veot qe vouz devez garrantyr si vous pussez &c.—HENGHAM relessa lestatut de Bigamis[2] qe veot nisi in tali casu qe homme deyt garrantyr &c. e pus Cui in vita.

[1] The words in brackets are not in C.

[2] 4 Ed. 1. stat. 3. c. 6.—Hengham's statement is not in the words of the Statute.

A.D. 1303. warrant."—*Asseby* answered the woman, and said that in such a year &c., before the Justices in Banc, the prior's predecessor brought a writ of entry against this woman and her husband &c., for these tenements &c., and we recovered against them by judgment of the Court; and we pray judgment of the writ.—BERREFORD. What kind of judgment &c.?—*Asseby.* It is sufficient to say "by judgment," the recovery being before the statute &c.—HENGHAM. Although it was before the statute, yet you must say by what kind of judgment &c; for if it was by default that would drive him to his writ of right; but if it was by final judgment, then that truly rebuts her action; therefore say by what kind of judgment.—*Asseby.* By default &c.—*Morbylth.* Our writ states that he has not entry except after the lease made to Richard by our husband &c., and he says that he recovered the tenements against our husband and us, which is tantamount to saying that he entered through our husband and not through Richard; and we will aver in support of our writ that our husband leased to Richard.—BERREFORD. When he has a good reason in law for ousting you from every kind of possessory writ, and for driving you to your writ of right &c., will you then, by a false writ, drive him to a bad reason? you shall give him another writ of entry.—*Marm.* Whatever judgment was given, he did not enter by any writ to deliver seisin, neither was execution issued.—*Asseby.* Then admit the judgment.—*Marm.* After judgment and before execution &c., your predecessor released and quit-claimed to our husband and to us in our seisin &c., and we were seised, and he aliened to Richard &c.; and see here the deed of your predecessor.—*Asseby.* We vouch to warranty such an one.—*Malb.* You shall not be admitted to that, for you have pleaded to a higher matter.—

yl garrantira. — *Asseby* respundi a la femme, e dit qe tel an &c., devaunt Justices en Banc, si porta le predecessour le Prior bref de Entre vers ceste femme e sun baron de ceux tenemenz &c.; recoverames vers eux par jugement de la court, e demaundoms jugement du bref. — BERREFORD. Par quel agard &c. — *Asseby.* Suffit a dire qe par jugement, qe le recovryr fut avaunt statut &c.—HENGHAM. Tut fut ceo avaunt statut, covent dire par quel agard &c.; qe si par defaute, ceo est a chacer ly a sun bref de dreyt; si par final jugement, ceo est verement de la reboter de accion; e pur ceo dites par quel jugement. — *Asseby.* Par defaute &c. — *Morbylth.* Nostre bref veot qe yl nad entre si noun pus le lees fet a Richard par nostre baroun &c.; e yl dyt qe yl recovera les tenemenz vers nostre baron et nous; taunt amount qe yl entra par nostre baron e noun pas par Richard; e nous voloms averer nostre bref, qe nostre baroun lessa a Richard. — BERREFORD. Quant yl ad bon reson par ley de vous oster de chescune manere de bref de possession, e a chacer vous a vostre bref de dreyt &c., volez donqes par un faus bref chacer ly a un maveys reson; e qe vous durrez autre bref de entre.—*Marm.* Quel jugement qe se fet, yl ne entra unqes par bref de sesine, ne unqes execucion ne se fyt. — *Asseby.* Donqes grauntez le jugement. — *Marm.* Apres jugement avaunt execucion &c. vostre predecessor[1] relessa e quiteclama a nostre baroun e a nous en nostre sesine &c., e nous sesi, e yl aliena a Richard &c.; e veez ci le fet vostre predecessour. — *Asseby.* Nous vouchoms a garrantye un tel. — *Malb.* Vous ne avendrez pas, qe vous avez plede plus haut. — HENGHAM. A.D. 1303.

[1] Baron, MS.

A.D. 1303. HENGHAM. He has not pleaded so high but that he shall have his voucher in law.—And he had &c.

§ Walter the son of Humfrey was bound in forty pounds to Sir Robert Bardolf, by a recognizance in Court &c.; by virtue of which, after the day fixed for payment, he sued to have, by statute, a moiety of Walter's lands until &c.; and seisin was delivered to him &c.; afterwards Walter came and sued out of the Rolls a "scire facias" against Sir Robert, to compel him to account to him &c.; and by the extent, and by the account, it appears that there were five years' arrears &c. — *Walter.* Here are the arrears, and we pray that the land may be delivered to us.—*Tondeby.* The land was delivered to us by virtue of the statute, to be holden as freehold until &c.; and we do not understand &c., that &c., until we have levied our debt.—HENGHAM. This statute was submitted to the consideration of the King and his Council, who agreed that whenever the debtor came prepared with the debt, the lands should be re-delivered to him: therefore, will you take your money?—*Tondeby.* We pray our damages, and our expenses besides.—HENGHAM. You shall have nothing except the amount of the recognizance &c.; wherefore &c.—And *Walter* sued out a writ to have back his lands; and because the land had been sown by Robert &c., it was ordered that Walter should repay the cost of the seed, and the amount of money laid out on the land &c.

§ One William brought an attachment on a Prohibition against Master Robert de N., for that he had holden a plea in Court Christian concerning a lay chattel, to wit an ox; and the end of the writ ran thus, "Put moreover by security R. de F., who has "prosecuted a plea."—*Passelegh.* He tells you that he has not held any plea of lay chattel since the Prohi-

Yl nad pas si haut plede qe yl navera sun vocher de ley &c.—Et habuit &c. A.D. 1303.

§ Wautier le fiz Humfrey fut tenu en xl. livres a Sir Robert Bardolf par une reconusaunce en court &c.; par quei apres le jour il siwit de aver la moyte de ces teres par statut[1] cy la &c.; e la sesine livere &c.: pus vynt Wautier e siwit un scire facias hors de Roules vers Sir Robert, de acounter ove ly &c., e par estente e par acounte cinq aunz arere &c. — *Wautier.* Veez cy les areres, e prioms qe la tere nous seyt livere.—*Tondeby.* La tere nous fut livere par statut a tenyr cum fraunc-tenement, cy la &c.; e ne entendoms pas &c., qe &c., tantost qe nous avoms nostre dette leve. — HENGHAM. Cet estatut fus mys avaunt devaunt le Roy e sun consayl, qe se acorderent qe quel houre qe la dettor vensit prest ov la dette, qe lur fussent [les teres] rebayllez; e pur ce, volez vous vos deniers.—*Tondeby.* Dunke prioms oveske ceo nos damages e nos despenz &c.—HENGHAM. Vous naverez ren fors qe ceo qe est reconu &c.; par quei &c.—E siwi bref de reaver ces teres; e de ceo qe fut seme par Robert &c., qe il rendreyt le semayl e les custages mys sus la tere &c.

§ Un Willame porta un attachement sur la prohibicion vers Mestre Robert de N., de ceo qe yl avoyt tenu play en Court Christiene de lay chatel, nomement de un bof; e la fyn du bref fut, "Pone etiam per vadium "R. de F. qui secutus est placitum."—*Passelegh.* Yl vus dyt qe yl nad tenu nul play de lay chatel pus la prohi- Un attachement sur prohibition.

[1] 13 Ed. 1. Westm. 2. c. 18.

A.D. 1303. bition; but he tells you that whereas the parson of Bradef demanded before him, and against the said William who now complains, an ox as a mortuary on the death of his father, and William brought to him the Prohibition &c., he ceased, proceeded no further in the plea, but sent to Sir Roger Brabazon a libel of the whole process, to have advice thereon if by reason of the Prohibition he should withdraw from the suit or no; and that Sir Roger gave him a Consultation written on the back of the libel, and put his seal on the back, and advised him to go on with the plea notwithstanding the royal Prohibition, because the church has been seised and by ancient custom &c.; and so by advice of the King's Court and by reason of the Consultation we have held the plea of the ox as a mortuary of the chattels of the dead man &c., and not as his lay chattel; and if he (William) will say that of any other &c., ready &c. not.—And he showed to the Court the libel sealed with his own seal, and the Consultation indorsed, sealed with the seal of Sir Roger Brabazon.—*Warr.* Is this your answer?—*Herle.* Yes.—*Warr.* Your demand was for advice to hold a plea of a mortuary, namely an ox or the value thereof, to wit fifteen shillings; and since the price, to wit the fifteen shillings, can not be a mortuary, it not being your place to fix the value &c., but it is our lay chattel &c., we pray judgment &c.—*Herle.* One must claim a thing as of a certain value, in Court Christian as well as in a lay court; and if the chattel be valued too high, the party to the suit in Court Christian may answer thereto.—*Warr.* You have acknowledged that you have held a plea of our lay chattel since the Prohibition; but you say that it was by virtue of the Consultation; and the Consultation which you show advises you to hold the plea on the supposition that the church has been seised by ancient custom &c.; but now we tell you that neither the parson nor his

bicion; mes yl vus dyt qe la ou la persone de Bradef A.D. 1303.
demaunda devaunt ly vers cely Willame, qe ore se pleynt, un beof cum mortuarie sun pere, e Willame ly porta la prohibicioun &c., yl cessa e ne voleyt outre passer en le ple, mes maunda a Sir Roger Brabazon lybel de tut ceo proces, de aver de ceo consayl syl dut cesser du ple pur la prohibicion ou noun; Sir Roger ly dona consultacion escrit sur le dos du lybel, e myst sun seal au des, e consiliast qe yl alast avaunt en le ple solum qe la Eglise ad este sesi e de auncyene custume &c. non obstante regia prohibitione &c.; e issint par consayl de la Court le Roy e par consultacion avum tenu le ple del beof cum del mortuarie des chateaux le mort &c., e noun pas de sun lay chatel; e syl voylle dire qe de autre &c., prest &c. qe noun. — E mustra a la Court le lybel ensele de sun seal demeyn, e la consultacion endosse ove le seal Sir Roger Brabazon.— *Warr.* Volez ceo pur respuns? — *Herle.* Oyl.— *Warr.* Vostre demaunde consayl de tenyr ple de mortuarie, nomement de un beof ou del prys, saver xv. s.; e de pus qe le prys, saver xv. s., ne porra pas estre mortuarie qe a vus nest pas a aymercier le prys &c., eynz est nostre lay chatel &c., demaundoms jugement &c. — *Herle.* En Court Christiene covent demaunder choce de certeyn pris, auxi ben cum en lay court; e si le chatel fut mys en trop haut pris, ceo chet en respuns de partie en la Court Christiene. — *Warr.* Vus avez conu qe vus avez tenu ple de nostre lay chatel, e pus la prohibicion; mes vus dites qe par consultacion, e la consultacion qe vus mustrez vus conseylle qe vus tenez ple solom ceo qe la Esglise ad este sesie de auncyene custume &c.; mes ore vus dioms qe la persone ne

A.D. 1303. predecessors were ever seised of a mortuary from us or our ancestors or the terre-tenants; and there is no ancient custom to &c. from any free-man of the vill &c., ready &c. — *Herle.* Then you admit that we did not hold any plea &c. except that mentioned in the libel &c.; but the question whether we have or have not the right to demand a mortuary can not be tried or averred in this court &c., but must be tried in Court Christian &c.; and as you have admitted that there was no other plea &c., we pray judgment &c.— BRABAZON. When you say that the right to a mortuary is not to be tried here, but in Court Christian, you say truly; but nevertheless one can try here whether there be such a custom or not.—HOWARD. But how can the Judge know of any such custom without the party alleging it?—*Warr.* What if the party alleged it and the Judge would not allow it.—HOWARD. Then at the outset he acts against the Prohibition.—*Warr.* As the Consultation advises him to proceed with the plea, notwithstanding &c., on the supposition that the church has been seised by custom &c., and as we are ready &c. that the church was never seised &c., to take a mortuary from a free-man &c., we say that he can not shelter himself by the Consultation.—*Herle.* The libel whereon we had the Consultation says expressly that the church has been seised; thus, it seems to us that the Consultation is a sufficient warrant.— *Warr.* The Consultation states that you are to proceed with the plea on the supposition that the church has been seised by custom; now if the church has not been heretofore seised of this mortuary you have gone beyond the limits of your consultation, which you now allege as your warrant; but now we offer to aver that the church was never seised &c.; wherefore, you can not shelter yourself under the Consultation.—*Herle.* You have complained that we held a plea of your lay chattel &c., and you

ses predecessours ne furent unqes sesi de mortuarie de nous ne de noz ancestres, ne de les tere-tenaunz; ne launcyene usage nest &c. de nul fraunc-homme de la vile &c.; prest &c. — *Herle.* Donqe grauntez vus qe nous ne tenimes nul autre ple &c. qe ceo qe est contenu en le lybel &c.; mes si nous avum dreyt a demaunder mortuarie ou noun, ceo ne poet estre trie ne avere en ceste court &c., eynz est en la Court Christiene &c.; e de pus qe vus avez conu qe yl ne avoyt nul autre ple &c., demaundoms jugement &c. — BRABAZON. A ceo qe vus dites qe ceo nest mye a trier dreyt de mortuarie ceynz, eynz est a trier en la Court Christiene, vus dites verite; mes jatardes homme put tryer ceynz si usage seyt tel ou noun.—HOWARD. Mes coment deyt le juge saver de cel usage, saunz ceo qe la partye le ust allege? — *Warr.* Quei si la partye allegga, e le juge ne le voleyt poynt alower?—HOWARD. Adonqe adeprimes fet yl encountre la prohibicion. — *Warr.* De pus qe la consultacion ly consaylle qe yl aylle avaunt en le ple, nent contresteaunt &c., solum ceo qe la Eglise ad este sesie de usage &c.; depus qe nous sums prest &c. qe la Eglise ne fut unqes sesie &c. de aver mortuarie de fraunc-homme &c., par la consultacion ne le put il coverer. — *Herle.* Le libel sur quel nous avioms la consultacion dit expressement qe la Eglise ad este sesie; dount yl nous semble qe la consultacion est assez garrant. — *Warr.* La consultacion veot qe vus alez avaunt en le ple solum ceo qe la Eglise ad este sesie de usage; dount si la Eglise nad pas este sesie avaunt de cele mortuarie vus estes passe hors de vostre consultacion, qe vus aleggez ore estre vostre garrant; mes ore tendum de averer qe la Esglise unqes sesie &c.; par quei par la consultacion ne vus poez covryr. — *Herle.* Vus avez pleynt qe nous tenimes ple de vostre lay chatel &c., e vus avez conu qe nous ne A.D. 1303.

A.D. 1303. have admitted that we did not hold any other plea besides that mentioned in the libel, and the libel states that we held a plea of an ox demanded as a mortuary against him as executor of the dead man; so you thereby admit the plea to be of another person's chattel &c., which is in contradiction to your writ and to your plaint against us; and thereof we pray judgment.

§ The form of the heading of an Essoin "de malo "lecti."—An Essoin "de malo lecti" taken there before the Justices &c. in the county of &c., on Wednesday next after the feast of St. Michael in the year aforesaid.

This is the title, and the essoin is this: William Bulroun, at Lancaster in the county of Lancaster, against Adam de Stelton, in a plea of land by Thomas de Niwtone and Adam de Bowes, and if not, in the Octaves of the Purification.—*Passelegh.* It seems to us that it is not entered in due form, for this essoin ought to be received three days before the common day, and this essoin is entered on the morrow of All Souls, which is a common day.—*The essoiner.* We came on All Saints' day to the inn of Sir Ralph de Hengham and proffered the essoin, and he told us that he would record the proffer, and that we should enter the essoin on the morrow.—And Sir Ralph recorded that he proffered it.—*Passelegh.* Sir, still it seems to us that you will quash the essoin; for this essoin purports to be made by two essoiners, and continuously after an essoin "de malo veniendi;" and it behoves that he who was essoined "de malo "veniendi" be one of the essoiners in this essoin; for the adjournment of the essoin "de malo veniendi" was because he pledged his faith to have his warrant or &c.; so it behoves that that essoin be warranted, and for

tenimes autre ple fors ceo qe est contenu en le libel &c., A.D. 1303.
e le libel veot qe nous tenimes ple de un beof demaunde en mortuarie vers ly cum vers executor le mort; e par taunt avez conu le ple de autri chatel &c., qe est contrariant a vostre bref e vostre pleynte qe vus affirmez sur nous; e de ceo demaundoms jugement.

§ Forma tytuli Essonii de malo lecti.—Essonium de malo lecti captum ibidem coram Justiciariis &c. in tali comitatu, die Mercurii proxima ante festum Sancti Michaelis anno supradicto. Essonium de malo lecti.

Ceo est le tytle e le assone tele, Willelmus Bulroun apud Launcastriam in Comitatu Launcastriæ, versus Adam de Steltone de placito terre per Thomam de Niwtone et Adam de Bowes, et si non, in Octabis Purificacionis.—*Passelegh.* Yl nous semble qe yl est entre en noun deue forme, qe cest essone deyt estre resceu treis jours devaunt le commun jour, e cest essone est entre lendemeyn des almes qe est commun jour.—*Lessoneour.* Nous venimes le jour de Tus Seynz al hostel Sir Rauf de Hengham e profrimus le essone, e yl nous dyt qe yl nous recordreyt le profre, e qe nous entrissom la essone ore en lendemeyn.—E Sir Rauf recorde qe le profryt.—*Passelegh.* Sire, uncore yl nous semble qe vus volez la essone casser; qe ceste essone veot estre fete par deus essoneours, e continuement apres la essone de mal de venue; e si covent qe cely qe fut essoneour de mal de venue seyt un de essoneours en ceste essone; car le ajournement del essone de mal de venue fut qe yl affiast de aver sun garrant &c.; dount covent qe cel essone seyt garrantie, e pur cele

A.D. 1303. that reason it behoves that of the essoiners "de malo "veniendi" one be to warrant the essoin "de malo "veniendi," and the other to warrant this essoin "de "malo lecti;" then we do not think, since the essoined "de malo veniendi" is not now an essoiner in this essoin &c., that it is properly entered.—*The essoiners.* Is this your reply?—*Tondeby.* It is for the Court to know if the essoins be entered in due form of law or not, before they adjudicate upon them.—BERREFORD. An essoin "de malo veniendi," if it be too narrow or too wide in its terms, ought to be amended by the Court, although the party say no word: but the two essoins are not alike; for a challenge of this essoin is an exception to the action; therefore if you wish to challenge, it behoves that you avow.—*Tondeby.* We should like to learn the law on this subject, but we are afraid just at present.—And the essoin was adjudged and adjourned in manner aforesaid by R. de HENGHAM.

§ In a writ of Waste, *Herle* said, He has counted that we have committed waste in a mill, and in counting he has not mentioned whether it is a wind-mill or a water-mill; judgment &c. Another exception; you have counted that we have committed waste in lands which we hold for life &c., namely, wasted and destroyed a mill; and you have not assigned in counting how it was wasted, whether by breaking down and carrying away the timber, or whether it was burned by our negligence, or whether it was carried away by a flood; judgement of the count. — And the count was adjudged good.—*Tilton.* The writ states that we hold for life by lease from him; we hold nothing of the freehold, nor were we seised on the day when the writ was purchased, ready &c. — HENGHAM. And if another person was and is tenant of your estate, by lease from you, shall you thereby abate this writ? No,

reson covent qe le essoneour de mau de venu seyt un A.D. 1303.
de garrantir le essone de mal de venue, e un autre de garrantir cest essone de mal de lyt; dount nous ne entendoms mye, de pus qe le essone de mal de venue nest pas ore essone de ceste essone &c., qe il nest mye suffisament entre. — *Lessoneours.* Volez ceo pur respuns?—*Tondeby.* Ceo est a la Court de saver mou si les essones seyent entrez en due forme de ley ou ne mye, eynz ceo qe eux les ajugent, ou nemye.—BERREFORD. Essone de mal de venue deyt estre amende par la Court tut ne die la partye nule parole sy li eyt trop poy ou trop; mes les deux essones ne sunt mye semblables, qe a chalanger ceste essone si est excepcion al accion; e pur ceo si vus volez chalanger yl covent qe vus seez avowe.—*Tondeby.* Nous vodrom aprendre la ley, mes nous ne osom quaunt a ore. — E la essone fut ajugge e ajorne modo supradicto per R. de HENGHAM.

§ En bref de Wast.—*Herle.* Il ad conte qe nous De Wast.
avoms fet wast de un molyn, e nad pus fet mencioun en contant le quel ceo est, molyn ventrux ou eweret; jugement &c. Autre excepcion, vus avez counte qe nous avoms fet wast en teres qe nous tenoms a terme de vie &c., nomement wast e destrut un molyn, e ne avez mye assigne en counte countant coment waste, ou abatu e enporte le meryn, ou ars par nostre defaute, ou enporte par crecyn de ewe: jugement de ceo counte.—E le counte fut agarde pur bon.—*Tiltone.* Le bref veot qe nous tenom a terme de vye de sun les; nous ne tenom ren del fraunc-tenement, ne sesi ne fums le jour del bref purchace; prest &c.—HENGHAM. Et si autre fut e est tenaunt de vostre estat par vostre les, volez par taunt abatre cesty bref? navyl,

A.D. 1303. for he cannot bring a writ against any other person than him against whom he now brings it; if he were to bring a writ against him who has the estate of his tenant, he would say well that he held nothing by lease from him.—And the writ was adjudged good.—*Willeby.* Sir, there was a dam at the mill attached to another person's land, and it was carried away by a flood, and we could not attach another dam without his permission; but as to the mill there was no waste done, ready &c.— And the other side said the contrary.

§ One A. brought a writ of Cosinage against Nicholas de Stoford, who vouched to warranty one Adam, son and heir of C.—The demandant said that neither the vouchee nor his ancestors were ever seised in demesne or in service after the seisin of the ancestor &c.—THE INQUEST joined, and said that Nicholas, against whom &c., entered after the death of the cousin of A., of whose seisin &c., and afterwards enfeoffed C. the father; that C. was seised peaceably for eight days, and out of his seisin enfeoffed Nicholas, and bound himself and his heirs &c. — HOWARD. Inasmuch as C. was seised, and enfeoffed this Nicholas &c., let the voucher stand; and because he (Adam) is under age &c., let him await the age &c.: and therefore without day.

§ A woman brought the "cui in vita" against the Abbess of Godstowe &c.—*Asseby.* She was seised of the subject of the demand on the day when her writ was purchased, and still is &c.; and we pray judgment &c.—*Hamtone.* You are tenant, and were so on the day when the writ was purchased, and we were never seised after the alienation which our husband made, ready &c. — HENGHAM. What need is there for the averment when he disclaims &c.; so, adieu, hold you to your seisin &c.; and if you be not seised &c., put yourself in seisin if you will &c. And let the Abbess go

qe vers autre de cesty ne put yl bref aver qe porte; qe yl portast bref vers cesty qi ad lestat sun tenaunt; yl dirreyt ben qe ql ne tynt ren de sun les.—E le bref fut agarde pur bon.—*Willeby.* Sire, il i avoyt un estaung al molyn attache a autre tere, e par crecine arache; e nous ne poyms autre estank attacher saunz sa volunte; mes quant al molyn, nul wast fet, prest &c.—Et alii e contra. A.D. 1303.

§ Un A. porta bref de cosinage vers Nichole de Stoford, qe voucha a garrantie un Adam fiz e eyr C. —Le demandaunt dyt qe cely qe yl vocha ne fut mye ne ses auncestres unkes sesi en demesne ne en service pus la sesine launcestre &c.—LENQUESTE se joynt, e dyt qe Nichole vers ky &c. si entra apres la mort le cosin A. de ky sesine &c., e pus enfeffa C. le pere un C., sesi peysiblement viii. jours, e hors de sa sesine enfeffa Nichole, e obliga ly e ses eyrs &c.—HOWARD. Pur ceo qe C. fut sesi e enfeffa cesty Nichole &c., esteyse le vocher; e pur ceo qe yl est denz age &c., expectet ætatem &c.: et ideo sine die. Cosinage.

§ Une femme porta le cui in vita vers labbesse de Godestowe &c.—*Asseby.* Ele fut sesi de la demaunde le jour de soun bref purchace, e uncore est &c.; e demaundoms jugement &c.—*Hamtone.* Qe vus estes tenaunt, e fustes le jour du bref purchace; e nous unkes sesi pus la alienacioun qe nostre baron fist, prest &c.—HENGHAM. Quel mestre del averement quant yl descleyme &c.; dount alez adeu; si tenez vus avaunt en vostre sesine, &c., e si vus ne seez pas sesi &c., mettez vus eynz si vus volez &c. E labbesse Cui in vita.

A.D. 1303. without day &c.—(I ask, if another person be tenant when she comes &c., and will not allow the woman to enter &c., how the woman shall recover &c.)

§ One William avowed a taking, for the reason that he was seised of those tenements against &c., and leased the tenements in fee to the plaintiff to hold of him for his life, rendering eight marks by the year &c., and doing to the chief lord of the fee for him &c. the services due &c., and after his decease to hold of the chief lord &c.: and for the eight marks in arrear he avows &c.—*Hampton.* And he has not said that he was seised of the services &c.; and inasmuch as every avowry should be made through a seisin &c., and this he has not done, we pray judgment &c. — *Asseby.* You receive the tenements subject to that charge &c.; see here your deed which testifies it &c. — BERREFORD (ad idem). As to his not being seised &c., that is because you have withheld it from him &c., and thereby have wrought him the greater wrong &c.: wherefore answer over.—*Hampton.* Nothing in arrear &c., ready &c.—*Asseby.* First admit the charge &c., afterwards plead &c.; for your answer may have a double intendment &c., to wit, either that the charge is not due and so nothing can be in arrear &c., or that it is due and paid and so nothing in arrear &c. —*Hampton.* A stranger might give that answer, to wit, nothing in arrear &c., wherefore &c. — BERREFORD. That is true where one avows for rent-service &c., but not here, because &c.; wherefore first admit the charge, for your deed testifies it &c. — *Hampton.* We admit the charge; but nothing in arrear &c., ready &c. — *Asseby.* The contrary &c.; and we pray a Jury of the County of Northampton, for his deed states that he ought to pay the eight marks by the year &c. at Northampton. — *Hampton.* The tenements where the distress &c. are sufficient; wherefore we pray a Jury

aylle saunz jour &c.—(Quæso, si un autre seyt tenaunt quaunt ele vent &c., e ne veot suffryr qe la femme enter &c., coment la femme recovera &c.) A.D. 1303.

§ Un Willame avowa une prise, par la resone qe yl fut sesi de ceux tenemenz vers &c., e lessa les tenemenz en fee a cesty qe se pleynt, a tenyr de ly a tote sa vie, rendaunt viii. mars par an &c., e fesaunt au chef seygnurage du fee pur ly &c., les services dues &c., e apres sun deces a tenyr de chef seygnurage &c; e pur les viii. mars arere si avowe yl &c.—*Hampton.* E yl nad pas dyt qe yl fut sesi des services &c.; e desicom chescune avowerie covent estre fete par my sesine &c., e ceo nad yl pas fet, demaundoms jugement &c.—*Asseby.* Vus rescutes les tenemenz par cele charge &c.; veez ici vostre fet qe le tesmoigne &c.—BERREFORD (ad idem). De ceo qe yl nad pas este sesi &c., qe vus le avez detenu &c., de taunt ly avez vus fet le greyndre tort &c.; par quei dites outre.—*Hampton.* Ren arere &c., prest &c.—*Asseby.* Conusez primes la charge &c., pus dites &c.; car vostre respouns put aver duble entendement &c., saver ou qe la charge nent due, et sic ren ne put estre arere &c., ou qe due e paye, e ensi ren arere &c. —*Hampton.* Un estraunge purra doner cel respouns, saver qe ren arere &c., par quei &c.—BERREFORD. Veyrs est la ou homme avowe pur rente service &c., sed non fit hic quia &c.; par quei conusez primes la charge, car vostre fet le tesmoigne &c.—*Hampton.* Nous conusum la charge, mes ren arere &c., prest &c. —*Asseby.* E contra &c.; e nous prioms pays del Counte de Northampton, car sun fet veot qe yl deyt payer les viii. mars par an &c. a Northampton.—*Hampton.* Les tenemenz ou la destresse &c. sunt en Replevin.

A.D. 1303. there, for there he has distrained &c., and there we have paid &c.—And he had a Jury of the County of Northampton &c.; for the said deed said that there &c.

§ One A. brought a writ against one W., and [W.] said that he was a vilein of the prior of N.: wherefore the writ abated.—Afterwards A. brought another writ against W. and the prior, who came into Court, and the prior answered and said that he was removable at the will of the abbot of Saint Denis, and he prayed judgment of the writ &c.—*Launfar.* W. heretofore abated our writ, as above, and he affirms the freehold to be in the person of the prior; and he gave us another writ, and we pray judgment if now &c. — HENGHAM. Although he heretofore said that he was the prior's vilein, it does not thereby follow that the prior is perpetual &c.; and you cannot deny that he is (removable) at the will of the abbot &c.; therefore the Court adjudges that you take nothing &c.

§ One John brought a writ of Entry founded on "novel disseisin" against William, and demanded the tenth part of forty acres of wood.—*William.* He can have a writ for a certain number of acres, such as four acres &c., and we pray judgment of the form of this writ.—HENGHAM. Perhaps his father held in common with others when he was disseised, wherefore it is proper that he should demand according to the manner in which the thing was in his ancestor's seisin, and so the writ is sufficiently good.—*William* prayed the View &c. And he had &c.

§ One Henry Child sued a writ out of the Rolls to attach Master Roger de Felthorp, for that whereas this Henry brought the attachment on a Prohibition to him and to the parson of Pyke, because Master Roger held

suffisaunce; par quei nous prioms pays par la, qe la ad A.D. 1303.
yl destreine &c., e la avum paye &c. — Et habuit patriam de comitatu Northampton &c., quia sic dictum factum ibi &c.

§ Un A. porta bref vers un W., e dyt qe yl fut vyleyn le Prior de N., par quei le bref se abaty.—Pus A. porta autre bref vers W. e le Prior, qe vyndrent en Court, e le Prior respundi e dyt qe yl fut remuable a la volunte labbe de Seynt Denys, e demaunda jugement de bref &c.—*Launfar.* Autre fez W. abaty nostre bref, ut supra, e affirme le fraunc-tenement en la persone le Prior, e nous dona autre bref, e demaundoms jugement si ore &c. — HENGHAM. Tut dyt autrefez qe yl fut vyleyn le Prior, par taunt nen siwyt pas qe le Prior seyt perpetuel' &c.; e vus ne poez dedire qe yl ne seyt a la volunte le Abbe &c.; si agard la Court qe vus ne preygnez ren &c.

§ Un Jon porta bref de entre fundu sur la novele Entre.
dissesine vers W., e demaunda la x. partye de xl. acres de boys.—*Willame.* Yl put aver bref de certeyn numbre de acres, cum de quatre acres &c.; e demaundoms jugement de la forme de cesty bref.—HENGHAM. Put estre qe sun pere tynt en comune ov autres quant yl fut dissesi, par quei yl covent qe yl demaunde en cele forme cum la chose fut en la sesine sun auncestre; par quei le bref est assez bon.—*William* demaunda la vewe &c.: et habuit &c.

Un Henri Child siwy un bref hors de roules de Proces.
attacher Mestre Roger de Felthorpe, pur quei qe cum cesty Henry porta lattachement sur la prohibicion sur ly e sur la persone de Pyke, pur ceo qe Mestre

A.D. 1303. a plea in Court Christian of the lay chattels of Henry, namely &c., and the parson prosecuted the plea, and this same Roger and the parson came into Court, and waged their law that they did not hold a plea &c. as above; and afterwards, pending the plea in the King's Court, the said Roger and the parson continued the aforesaid plea in Court Christian, and excommunicated the said Henry &c. in despite of the King &c.: and he prayed damages &c.—The parson came into Court and said that Henry ought not to be answered, for he said that he was excommunicated &c.: and he put forward the bishop's letter testifying this.—*Willeby.* It is at your own suit whereon our action is founded &c., and we pray judgment &c.—HENGHAM. Who is this Roger who held the plea? is he with the bishop?—*Willeby.* Yes, his officer.—HENGHAM. Since he is with him, and he (William) was excommunicated at his suit &c., as is complained &c., and we do not allow the letter &c., therefore &c.—*Est.* Not guilty, ready &c.—And the others said the contrary.—Therefore to the country &c.

§ One William brought a writ of Trespass against the Abbot de la Roche, and said that he had broken and burst in his gates in the town of St. Botulf.—*Marm.* The abbot tells you that he has a messuage in the town of St. Botulf, and to this messuage a way for going and for riding and for driving carts and waggons, of which way he and his predecessors were seised; and because William had put up gates in disturbance of his way, the abbot did not permit it, without tort &c., and peaceably.—*Tondeby.* Our father was seised of the gates in the same place, and we were seised at our pleasure until you now tortiously &c. beat down &c.; and we tell you moreover that all our ancestors and the terre-tenants &c. have had gates at their pleasure.—*Marm.* For these thirty years there have been no gates &c., ready &c.—*Tondeby.* As before; and our father died seised of the gates of the

Roger tynt ple en Court Cristiene de lay chateaux Henri, nomement &c., e la persone siwyt le play, e meme cesty Roger e la persone vyndrent en Court e gagerent la ley qe yl ne tyndrent pas play &c., ut supra; e pus pendaunt le play en la Court le Rey meme ceux Roger e la persone le play avaunt dyt en Court Christiene continuerent, e cely Henri escumungerent &c. en despyt du Roy &c.: e demaunda damages &c.—La persone vynt en Court e dyt qe Henri ne deyt estre respondu, car yl dyt qe yl fut escumynge &c., e myt avaunt lettre le Evesqe qe ceo tesmoine.—*Willeby.* Ceo est a vostre siwte demeyne, dount nostre accion est fundu &c., e demaundoms jugement &c.—HENGHAM. Qi est cely Roger qe tynt le ple? est yl oveske leveske?—*Willeby.* Qyl, sun officier.—HENGHAM. De pus qe yl est ove ly, e par sa siwte est yl escumenge &c., auxi cum fu pleynte est &c., e nous ne alowum pas la lettre &c., par quei &c.—*Est.* De ren copable, prest &c.—Et alii e contra.—Ideo ad patriam &c. A.D. 1303.

§ Un Willame porta bref de trespas vers labbe de la Roche, e dyt qe yl avoyt depeste e debruse ses portes en la vile de Seynt Botulf.—*Marm.* Le abbe vus dyt qe yl ad mes en la vile de Seynt Botulf, e a ceo mes un chemyn de aler e de chivaucher e de chacer chars e charettes, e de quel chemyn yl sesi e sun predecessor sesi &c.; e pur ceo qe Willame avoyt leve portes en desturbaunce de sun chemyn, labbe ne ly suffryt poynt, saunz tort &c. e ove la pes.—*Tondeby.* Nostre pere sesi des portes en meme le lu, e nous sesi a nostre volunte taunt qe vus ore atort &c. abatistes &c.: e vus dioms outre qe touz noz auncestres e les teretenaunz &c. unt eu portes a lur volunte.—*Marm.* Ces xxx. aunz ny avoyt yl portes &c., prest &c.—*Tondeby.* Ut prius; e nostre pere Trespas.

A.D. 1303. same place, and we were seised at our pleasure until you &c.—BERREFORD (ad idem). He tells you &c. that his ancestors have had gates at their pleasure, and so have a right to have gates, and that his father died seised of the gates, and that he himself was seised at his pleasure &c.: do you think then by this averment, that there have not been gates for these thirty years, to oust him from his right &c.? and his father had gates and died seised, and if they fell down could he not put up gates whenever he pleased?—*Marm.* One A., grandfather of William, gave to the abbot a messuage &c. within the place where &c., and granted to him the way &c. &c.; never since that time has there been a gate, ready &c.—BERREFORD. And if A. and his ancestors had gates, do you think that because he granted a way through these gates, you gained a right to break and beat down his gates?— *Marm.* He was never seised before he wanted to put up the new &c., ready &c.—And the others said the contrary. —Therefore &c.

§ A woman brought her writ of Dower against a tenant, who vouched to warranty one John son and heir of the husband, whose body and a part of whose lands were in ward to the said woman; and a portion of the lands were in the ward of one Richard de Midd. and a portion in ward to the Earl of Leicester. The guardians came into Court, and all yielded dower of their portions, except Richard de Midd.; and he warranted, and said that he had nothing except by lease from the same woman, who was guardian in socage of these tenements, and who had leased to him the tenements for the term of ten years; and he prayed judgment if in opposition to her own deed she could have an action during the term: and he showed a writing creating the term &c.; and the woman was driven to answer, and she admitted it.—HENGHAM adjudged &c. that she do recover

morust sesi des portes en meme le lu, e nous sesi a nostre volunte, taunt qe vus &c.—BERREFORD (ad idem). Yl vus dyt &c. qe ses auncestres unt eu portes a lur volunte, e issint unt dreyt de aver portes, e sun pere morust sesi des portes, e yl meme sesi a sa volunte &c.: quidez donqe par un tel averement qe yl ny avoyt porte des ces xxx. aunz oster ly de sun dreyt &c.; e sun pere avoyt portes e morust sesi, e eles furent de eschete, ne pout yl quel houre qe yl vorreyt lever portes? — *Marm.* Un A. ael Willame dona al abbe un mes &c. denz le leu ou &c., e ly graunta le chemyn &c. &c.; unqes pus cel tenps porte ny avoyt, prest &c.—BERREFORD. Et si A. e ses auncestres portes avoyent, quidez vus purchaser pur ceo qe ele vus graunta chymyn par my ces portes, qe vus pussez ses portes depester e abatre? — *Marm.* Unqes sesi avaunt ore qe yl voleyt aver leve le novel &c., prest &c.—Et alii e contra.—Ideo &c. A.D. 1303.

§ Une femme porte sun bref de Dower vers un tenaunt qe vocha a garrrantie un Jon fiz e eyr le baron, qi cors e partye des teres furent en la garde meme ceste femme, e partye des teres en la garde un Richard de Midd., e partye en la garde le Counte de Leycestre. Les gardeyns vyndrent en curt, e rendirent pur la porcion, forpris &c. de Midd., qe garrantist e dyt qe il navoyt ren si noun du les la femme meme qe fut gardeyn de ces tenemenz par resone de sokage, e qe ly avoyt lesse les tenemenz taunt qe a la fyn de x. aunz; e demaunda jugement si encountre sun fet demeyne duraunt le terme pusse accion aver; et monstravit scriptum de termino &c.; e le femme fut chace a respoundre; et cognovit.—HENGHAM agarda &c. qe Dower

A.D. 1303. her seisin, saving to Richard his term. And she had a writ of seisin after the completion of the term &c.

§ A woman brought a writ of Cosinage on the death of her cousin, for a house in York &c. — *Hampton.* This writ is a possessory writ, and savours of the Mordancester, and the messuage which she demands is devisable according to the customs of the town &c., and he on whose death &c. devised to us for the term of our life &c.; judgment if she can employ this writ &c. — *Herle.* How will you aver that it was devised to you &c.?—*Hampton.* It was devised to us, and we are seised by the devise &c.; and we pray judgment if in our lifetime you can have an action.—*Herle.* Now we pray judgment, inasmuch as he has admitted that our cousin died seised as our writ supposes &c., and he affirms the tenancy to be in his person by devise, which is against common law, and which sounds in specialty &c., and in support of this shows nothing &c.; judgment &c.—HENGHAM. It is not for him to have the testament in his hand &c., for he is not executor &c.: say first if the tenement be devisable as he says or not, for that is proper. — *Herle.* We cannot deny that the tenement is devisable according to the customs &c., but he shows nothing evidencing the devise &c., judgment &c. — [HENGHAM.] He avers that it was devised to him, and that he is seised by the devise; do you accept the averment? — *Herle.* He did not devise to him, ready &c. —And the others said the contrary.—Therefore &c.

§ One Alice brought her "cui in vita" against one William de Grafton and John his son &c., who pleaded to the Inquest, which was taken in pais and passed for the woman. At the day &c. in Banc, William and John were essoined as being in the King's service,

ele recovre sa seisine, sauve a Richard sun terme. Et habuit breve de seisina post terminum completum &c. A.D. 1303.

§ Une femme porta bref de Cosinage de la mort sun cosin de un mes en Everwyke &c.—*Hampton.* Cesty bref si est un bref de possession, e savoure le mort-dauncestre, e le mes qe ele demaunde si est divisable solum les usages de la vile &c., e cely de ky mort &c. nous devisa a terme de nostre vie &c.; jugement si cel bref pussez user &c.—*Herle.* Coment volez vus ceo averer qe a vus devise &c.?—*Hampton.* A nous divise, e nous sesi par le devis &c.; e demaundoms jugement si vivaunt nous, pussez accion aver.—*Herle.* Ore demaundoms jugement, desicum yl ad conu qe nostre cosyn morust sesi cum nostre bref suppose &c., e yl veot affirmer la tenaunce en sa persone par devys, qe est hors de la comune ley, e qe sound en especialte &c., e de ceo ren ne mustre &c., jugement &c.—HENGHAM. Yl ne append pas a ly de aver le testament en poyn &c., car yl nest mye executor; grauntez primes si le tenement seyt divisable ou noun, si cum yl ad dyt, car ceo covent.—*Herle.* Nous ne poms dedire qe le tenement ne seyt divisable solum les usages &c., mes yl ren ne mustre del devys &c.; jugement &c.—[HENGHAM.] Yl veot averer qe a ly devyse, e sesi par le devys &c.; dount volez le averement.—*Herle.* Yl ne devisa poynt a ly, prest &c.—Et e contra.—Ideo &c. Cosinage.

§ Une Alice porta sun cui in vita vers un Willame de Graftone e Johan sun fiz &c., qe plederent al enqueste qe fut prise en pays e passa pur la femme; al jour &c. en Baunk, Willame e Johan furent essonye de service le Roy, e avoynt jour par le essone a meys de Cui in vita.

A.D. 1303. and they had a day by the essoin to the feast of St. Michael; at which day came one and brought the protection for William &c.; and because in the protection he was called William of East-Grafton, whereas the writ calls him of Grafton without addition &c., the parol demurred without day &c.: the party could not have a resummons in accordance with his original writ, by reason of the addition; it was adjudged that the protection should not be allowed &c., and seisin was adjudged to the demandant in accordance with the verdict of the Inquest. — THE INROLMENT. And upon this the King's Protection was put forward, which witnessed that our Lord the King had taken into his protection &c. William the son of W. Bayman of East-Grafton who in Scotland &c., that the said suit by that protection should remain without day &c.; and because the said protection differs from the original writ, inasmuch as the original writ does not state that William Bayman is of East-Grafton, but states him to be of Grafton without addition, by which it seems to the Court that the said Alice the demandant cannot have a writ of resummons if the said plea by reason of the said protection remain without day, they went on to judgment on the verdict of the said Jury notwithstanding their protection &c.; and it was considered that the said Alice should recover her seisin against them &c., and that the others should be in mercy &c.

§ Note. An avowry was made on the plaintiff and on his wife for the homage of the wife in arrear &c., and he prayed aid &c., and had &c.

§ One William brought the "cessavit per biennium" against a woman, and said that she held of him by four pence, and that she had ceased.—*Hampton.* He had nothing in these services except by the law of England, and he demands these tenements as of his

Seynt Michel; a quel jour vynt un e porta la pro- A.D. 1303.
teccion pur Willame &c.; e pur ceo qe en la proteccion Willame de Est Graftone, la ou le bref le nome Graftone saunz adicion &c., issi la parole demorast saunz jour &c.: la partye ne poeyt pas aver resomounce acorde a sun bref original pur le adicion; fut agarde qe la proteccion ne fut pas alowe &c.; agarde sesine al demaundant solum verdyt de Enqueste. — IRROTULAMENTUM. Et super hoc porrecta est regia protectio que testatur quod Dominus Rex suscepit in protectionem &c. Willelmum filium W. Bayman de Estgraftone qui ad partes Scotie &c., ut predicta loquela per protectionem illam remaneret sine die &c.; et quia protectio illa discordat brevi originali cum non contineatur in eodem brevi quod Willelmus Bayman sit de Estgraftone, immo de Graftone sine addicione, per quod videtur Curiæ quod predicta Alicia competens breve de resumonitione habere non possit si loquela predicta per protectionem predictam sine die remaneat, processum est ad judicium super veredictum predicte Jurate, protectione illa non obstante &c.; consideratum est quod predicta Alicia recuperet in seisinam suam versus eos &c., et alii in misercordia &c.

§ Une avowerie fut fete sur le pleyntyf e sur sa Nota.
femme pur le homage la femme arere &c., e yl pria eyde &c., et habuit &c.

§ Un Willame porta le cessavit per biennium vers Cessavit.
une femme, e dyt qele tynt de ly par quatre deniers e qe ele avoyt cesse.—*Hampton.* Il navoyt ren en ces services si noun par la ley de Engletere, e yl demaunde

A.D. 1303. own right; judgment if he can employ this writ.—*Passelegh.* You can defeat this writ by tendering the arrears, and it is not reasonable that he should lose these services by your default and tort.—BERREFORD. But he tells you that it is a writ of Right, and as high in the matter of the right as a writ of escheat, therefore you who have so low an estate cannot, as it seems, employ an action of so high a degree.—*Passelegh.* We have an estate in the services to us and our heirs &c., ready &c.—And the woman did not dare abide the averment, and she answered over, and said that she admitted that she was his tenant of the tenements, not by those services, but by the services of two pence, and she tells you that he cannot have an action for that the tenements are open to his distress &c., ready &c.—*Passelegh.* You shall not have both [objections]; as you say there is a sufficient distress, the Court ought to consider the services as admitted.—BERREFORD. If the first plea be found for the demandant, you will lose your tenancy if you do not tender the arrears; the latter averment admits the services which he alleges &c., wherefore &c.—*Passelegh.* If the Court will allow it, we say seised of those services by her hand &c.—BERREFORD. That has nothing to do with your plea.—Item, some say that the averment on those two points shall run thus, "by which services he holds of him," and afterwards, "open to and sufficient for the distress &c." But now they plead nothing but open and sufficient &c., ready &c.—And the others said the contrary without mentioning the services &c.

§ A woman brought her "cui in vita" against one John, [stating] "into which he has not entry unless "by her husband, to whom &c."—*Tiltone.* We pray the View.—*Hedone.* You ought not to have the View, for you entered by our husband.—*Tilton.* We did not

ceux tenemenz en le dreyt: jugement si tel bref pusse user.—*Passelegh.* Vus poez defere cel bref par tendre des arreres, e yl nest pas resone qe yl deperte ces services par vostre defaute e tort.—BERREFORD. Mes yl vus dyt qe cet un bref de dreyt, e ausy haut en le dreyt cum bref de echete, dount vus qe avez si feble estat ne ne poez a ceo qe yl semble si haut accion user.—*Passelegh.* Nous avum estat en les services a nous e noz heyrs &c., prest &c.—E la femme ne osa poynt atteyndre a laverement, e respundi outre e dyt, Ele conust estre sun tenaunt des tenemenz, mes noun pas par ceus services, mes par service de deus deniers, e vus dyt qe yl ne put accion aver, qe les tenemenz sunt overts a sa destresse &c., prest &c.—*Passelegh.* Vus ne averez mye ambedeux; qe vus dites suffisaunt destresse; la Court deyt tenyr les services grauntez.—BERREFORD. Si le primer dyt fut trove pur le demaundant, vus perdryez vostre tenaunce si vus nentendissez les arreres par le dereyn averement est en grantaunt les services qe yl dyt &c., par quei &c.—*Passelegh.* Si la Court pusse suffryr, sesi de ceux services par my sa mayn &c.—BERREFORD. Ceo nest nent a vostre ple. Item, quidem dicunt qe le averement sur ceux deus poynz curra par queux services yl tent de ly; e pus, si overz e suffisant[1] destresse &c. sed nil modo pledent qe overz e suffisantz[1] &c. prest &c.—Et alii e contra; saunz fere mencion de services &c. A.D. 1303.

§ Une femme porta sun cui in vita vers un Johan, en les queux yl nad entre si noun par sun baron, a qi &c.—*Tiltone.* Nous demaundum la vewe.—*Hed.* La vewe ne devez aver, qe vus entrastes par nostre baron. —*Tilton.* Nous ne entrames mye par vostre baron; Cui in vita.

[1] suffre, MS.

A.D. 1303. enter by your husband, ready &c. — BERREFORD. By whom then?—*Tilton.* That needs not be said, for our answer is only to maintain the View. — BERREFORD. Do you think that you will have the View after the averment? Nay, for your plea is in opposition to her writ; therefore say by whom you entered &c., for the purpose of giving a good writ &c., if &c.—*Tilton.* Not by her husband, but by one William, ready &c.—And the other side said the contrary.—Therefore &c.

§ One John brought a writ of Ael against one W. on the death of J. &c.—W. vouched to warranty an infant under age, and put forward a charter &c., whereby &c. on the vouchee, which stated that the father of the infant gave &c. and bound &c.—*The demandant* said that W. was the first who abated after the death of J., and that consequently he could not vouch the infant. — *W.* said, The father of the infant, after the death of J. of whose death &c., was seised, and his estate continued until he enfeoffed us and he bound &c., judgment &c., ready &c.—THE INQUEST was joined and passed in pais, and said that the father of the infant was seised after the death of J., and enfeoffed W. &c., and bound himself &c. to warranty. — HAWARD. Therefore this Court adjudges that the voucher is good, and that it do stand &c.

§ A writ was brought against two men and two women, who all made default on the first day; the Grand Cape issued; on the next day one of them and his wife came, but the other and his wife again made default; the demandant held firmly to the default of those who did not come, and did not allude to the default made by those who did come; wherefore they said that those who now make default neither now have anything, nor on the day when the writ &c. had anything in those tenements &c., ready &c., and so

prest &c.—BERREFORD. Par ky donqe.—*Tilton.* Ceo ne covent pas dire, qe nostre respuns nest mes a meyntenir la vewe. — BERREFORD. Quidez vus apres la averement aver la vewe? Navyl; qe vostre dyt est contrarie a sun bref: e pur ceo dites par quei vus entrastes &c., pur doner bon bref &c. si &c.—*Tiltone.* Nent par sun baroun, eynz par un Willame, prest &c. —Et alii e contra.—Ideo &c. A.D. 1303.

§ Un Johan porta bref de Ael vers un W., de la mort J. &c.—W. voucha a garrantye un enfant denz age, e mit avaunt chartre &c., par quei &c. sus le vouche, qe voleyt qe le pere lenfant dona &c., e obliga &c.: le demaundant dit qe W. fut le primer qe se abatit apres la mort J., par quei il ne pout voucher lenfant.—*W.* dit qe le pere lenfant pus la mort J. de ky mort &c., fut sesi, e son estat continua tant qil nous enfeffa, e obliga &c.; jugement &c., prest &c. — LENQUESTE joynt, qe passa en pays, e dit qe le pere lenfant fut sesi apres la mort J., e enfeffa W., e obliga ly &c. a la garrantie.—HAWARD. Pur ceo agarde ceste Curt qe le voucher seyt bon, e qil estoyse &c. De avo.

§ Bref fut porte vers deus homes e deus femmez, qe feseynt defaute tous a primer jor; issit le graunt Cape; a lautre jor lun e sa femme vyndrent, lautre e sa femme feseynt autrefeez defaute: le demandant se prit tut atrenche a la defaute cels qe ne vyndrent poynt, e ne parla ren de la defaute qe ceus qe vyndrent avoynt fet; par quei il diseynt qe ceux qe ore font defaute ren ne ount ne ren naveynt le jor du bref &c. en ceux tenemenz &c., prest &c.;

A.D. 1303. he cannot insist on their default, for we are ready as tenant to answer for the entirety &c.: and the demandant said that they were all tenants in common as his writ supposes, on the day when the writ &c., ready &c.—THE INQUEST was taken &c., [and said] that one and his wife held one moiety, and that the other and his wife held the other moiety.—Wherefore it was adjudged that the demandant should take nothing &c.

§ One John de Boys died seised of certain tenements; after whose death W. de Boys entered as brother and heir, and out of his seisin enfeoffed Milicent de Mohant to hold to her and her heirs of the chief &c.; Milicent died seised; after whose death W. de la Suche entered as son and heir of Milicent, and leased the tenements to W. de Boys for the life of W., on whom W. de Crombelde made a distress; and *Mutford* avowed in this form, By reason that one J. de Boys heretofore held the tenements where the taking &c. by homage and fealty and knight-service; of which &c. he was seised by the hand of John as by &c.; John died seised; after whose death W. de Boys entered as brother and heir, to hold of the chief &c., and enfeoffed Milicent de Mohant to her and her heirs to hold &c.; which Milicent died our tenant of the tenements; and for the relief after the death of Milicent, and the homage and fealty of W. de la Souche son and heir of Milicent, he avows the taking on W. de la Souche son and heir of Milicent. —*Tondeby.* Noel le Chamberleyn was heretofore seised of the entire manor and of other tenements; which Noel had two daughters; from one issued our grandfather, from the other issued your great-grandfather: after the death of Noel those tenements and other tenements descended to the two daughters, and those tenements where the taking was &c. were assigned as the

pur quei a lor defaute ne se poyt il prendre, qe nous sums prest com tenaunt a respundre dil enter &c.; e le demaundant dit qe eux tous tenaunz en comun, com son bref suppose, le jor du bref &c., prest &c. — LENQUESTE prise &c., qe lun e sa femme tyndrent la une moyte, e lautre e sa femme lautre moyte. — Par quei fut agarde qe le demandant ne pryt ren &c. A.D. 1303.

§ Un Johan de Boys morut sesi de certeyn tenemenz; apres ky mort W. de Boys entra com frere e heyr, e hors de sa sesine enfeffa Milicent de Mohant, a tenir a luy e ces heyrs de chef &c.: Milicent morut sesi; apres ky mort W. de la Suche entra com fiz e heyr Milicent, e lessa les tenemenz a W. de Boys a la vye W., sur ky W. de Crombelde fit un destresse; e avowa en ceste forme,—*Mutford.* Pur la resone qe un J. de Boys en acon tens tent de luy les tenemenz ou la prise &c. par homage, feute, e par les services de chivaler; des queux &c. sesi par my la meyn Johan com &c.; qe Johan morut sesi; apres ky mort W. de Boys entra com frere e heyr, a tenyr de chef &c., e enfeffa Milicent de Mohant a luy e ces heyrs, a tenir &c.; quele Milicent morut nostre tenaunte des tenemenz; e pur relef apres la mort Milicent, e le homage, e la feaute W. de la Souche fiz e heyr Milicent, avoue il la prise sur W. de la Souche fiz e heyr Milicent. — *Tondeby.* Acon tens un Noel le Chamberleyn fut sesi dil maner enter e autres tenemenz; quel Noel aveyt deus filles; de la une issit nostre ael, de lautre issit vostre besael: apres la mort Noel, ceux tenemenz e autres tenemenz descendirent a deus filles, issint qe ceux tenemenz ou la prise fut &c. furent assignez en

A.D. 1303. purparty of that daughter from whom our grandfather issued, in satisfaction for the other tenements which were assigned as the purparty of the other daughter from whom your great-grandfather issued; and since you were parcener in blood to J. du Boys, and partitioned the heritage of the common ancestor, we pray judgment if for any seisin by the hand of J. &c. you can avow a distress in the same inheritance.—*Mutford.* You are a stranger to this avowry; we have avowed on W. de la Souche son and heir of Milicent &c., and we pray judgment &c.—*Tondeby.* You take your title from the seisin of him; you have been seised &c. of the services by the hand of John du Bois who was your parcener, and we pray judgment.—BERREFORD (*ad idem*). You make him privy by your avowry, for although you come down to a stranger in blood, and avow on William son and heir of Milicent, you lay your foundation in J. du Boys whose heir he is, and you say that John was your parcener &c.—*Mutford.* We will aver that we and our ancestors from time whereof memory &c. have been seised of these services by the hand of John and his ancestors as by &c. of very tenants, and [by the hands] of the guardians of their heirs, and we do not think that we have any need to answer such parcenary if he do not show how the thing and the inheritance were in the hands of the common ancestor since time of memory, and were afterwards divided &c.—*Tondeby.* You take your title from John du Boys who was your parcener; and then you say that after the death of John, William entered as brother and heir and enfeoffed Milicent, and you avow on William de la Souche son and heir of Millicent for the relief on her death; here you come down to a stranger in blood, and do not continue your avowry in the blood, nor do you assign any reason whereby you can or ought to demand relief after her death, for you do not make her your tenant; so for these three reasons we pray judgment of this

la purpartie cel fille de ky nostre ael issit, en alow- A.D. 1303.
ance de autres tenemenz qe furent assignez a la purpartie lautre fille de ky issit vostre besael; e de pus qe vous futes parcener du sank a J. du Boys, e enpartites le heritage le comon auncestre, demaundoms jugement si par nule sesine par my la meyn J. &c. en meme le heritage destresse pussez avower.—*Mutford.* Vous estes estraunge a ceste avowerie; qe nous avoms avoue sur W. de la Souche fiz e heyr Milicent &c., e demaundoms jugement &c. — *Tondeby.* Vous prenez vostre title de la sesine celuy; qe vous avez[1] &c. des services par my la meyn Jon du Boys qe fut vostre parcener, e demaundoms jugement.—BERREFORD (*ad idem*). Vous le fetes prive par vostre avowerie, car coment qe vous[2] en estraunge sank, e avouez sur Willame fiz e heyr Milicent, vous prenez vostre fundacion de J. du Boys, qy heyr il est, e dites qe Jon fut vostre parcener &c. —*Mutford.* Nous voloms averer qe nos e nos ancestres du tens dont memorie &c. avoms este sesi de ceux services par my la meyn Johan e ces ancestres, com par my &c. des verey tenans, e de gardez de lor heyrs, e nentendoms pas qe nous avoms mester a[3] tele manere de parcenerie sil ne mustre coment la chose e le heritage fut en meynz de comun ancestre pus tens de memorie, e pus departi &c.—*Tondeby.* Vous prenez vostre title de Johan du Boys qe fut vostre parcener; pus quant vous dites qe apres la mort Johan Willame entra com frere e heyr e enfeffa Milicent, e pur relef de la mort Milicent vous avowez sur Willame de la Souche fiz e heyr Milicent, vous descendez cy en estrange sank e ne continuez my vostre avowerie en le sank, ne vous nassignez mye encheson pur quei vous pussez ou devez relef demaunder apres sa mort, car vous ne la fetes mye vostre tenaunte, dont par cestez treis resones demandoms jugement de ceste

[1] avez este seisi &c. C.
[2] vous descendez. C.
[3] a respundre. C.

A.D. 1303. bad avowry.—*Mutford.* We have said that W. de Boys enfeoffed Milicent to hold to her and her heirs of the chief &c.; and so by force of the statute she was our tenant; she did not attorn whereby . . . . . relief if she was not tenant; for the statute says that it falls to the chief lord to receive the services by the hand of the feoffee, since the feoffee ought to be attendant to him &c.; thereof if we had had the seisin of Milicent, and had avowed on W. du Boys, she would have ousted us from the avowry.—BERREFORD. What you say is incorrect, if you had not accepted her as tenant, or she had tendered you the services and you had refused them; but when you say that William enfeoffed Milicent to hold of the chief &c., and that you were such, he tells you that you were not, for that you were his parcener.—*Mutford.* Then he returns to the parcenary, which is a point in his plea and his answer, and he omits the other point, namely that it is in right of the feoffment made by W. du Boys to Milicent to hold &c., for the insufficient cause of the avowry for the relief, inasmuch as she did not attorn, and was consequently not tenant, and so by her death relief &c.; but we will aver, as before, that our ancestors from time whereof &c. were seised, as before &c.—*Tondeby.* We will be aided by both points, because that J. from whom you take your title was your parcener, and since you do not continue your title, but come down to a stranger in blood, and demand relief after the death of Milicent, and do not assign any cause for distraining for relief after her death, and of this we pray judgment.—*Herle.* You cannot have both, for one is contrary to the other; for if you plead that Milicent was not his tenant, then you are still tenant, and so not his parcener, and thus you admit him to be chief lord; but if you plead the parcenary, whereby by reason of the seisin of the services by your hand &c. he cannot put forth

maveys avowerie. — *Mutford.* Nous avoms dit qe W. A.D. 1303.
de Boys enfeffa Milicent a tenyr a ly e ces heyres de chef &c.; e issi par force de statut fut ele nostre tenaunte; qele ne se aturna unqes, par quei . . . .[1] relefe, si nent tenaunte; qe statut[2] veut qil dechese au chef seygnur les services a receyver par my la meyn le feffe, de pus qe le feffe ly deyt estre entendant &c.; dont si nous ussoms en la sesine Milicent, e usoms avowe sur W. de Boys, ele nous eust oste de lavouerie. — BERREFORD. Vous dites mal si vous ne la ussez accepte com tenaunte, ou qele vous eut tendu les services e vous les usset refuce; mes a ceo qe vous dites qe Willame enfeffa Milicent a tenyr de chef &c., e ceo futes vous, il vous dit qe noun car vous futes son parcener. — *Mutford.* Donqe refiert il a parcenerie qest un poynt de son dit e son respuns, e entrelest lautre poynt qest en dreyt dil feffement Milicent a tenyr &c. par W. du Boys pur la noun-suffisaunte cause dil avouerie pur relefe, par tant qele ne se aturna my, e par consequent nent tenaunte, par quei de sa mort relefe &c.; mes nous voloms averer, ut prius, qe nos auncestres du tens dont &c. sesi, ut prius &c. — *Tondeby.* Nous voloms estre eyde par lun poynt e par lautre, pur ceo qe J. de ky vous prenez vostre title fut vostre parcener; e pus qe vous ne continuez my vostre title, eynz descendez en estraunge sank, e demaundez relefe apres la mort Milicent, e nassignez nule cause pur quei vous destreignez pur relef apres sa mort; e de ceo demaundoms jugement. — *Herle.* Ceo deux ne poez my aver, qe lun est contrarye a lautre; qe si vous pledez a ceo qe Milicent ne fut pas sa tenaunte, donke este vous unkore tenaunt, e issi nent son parcener, e issi grauntez ly estre chef seygnur; si a la parcenerie, par quei par my sesine des services par my vostre meyn &c., ne put il title de seygnorie

[1] There is a blank left in the MS. here.

[2] 18. Ed. 1. st. 1. c. 2.

A.D. 1303. his title as lord, thereby you think to estrange him from the seignory, and *e contra.*—HAWARD (*ad idem*). If you can make him parcener, that will be to annihilate the avowry; where then would be the seignory, by reason of which seignory he has made the avowry on William de la Souche son and heir of Milicent? or if you go on this point, namely, that Milicent was not his tenant, then he cannot demand relief on her death, and thereby the seignory being admitted, where then is the parcenary? — *Tondeby.* He gives me both points by his avowry.—BERREFORD. But it is necessary to fix on one by reason of the contrary issues proceeding from each, one in fact, and the other in law.—*Tondeby.* J. from whom he takes his title was a parcener, ready &c., as we have shown, and they show us how to defeat the avowry in their first answer.—*Mutford.* We were seised of these services as lord by the hand of J., and our ancestors were seised as lords by the hands of his ancestors from time whereof memory runs not to the contrary. — BERREFORD. Seised as lords and not as parceners, if you wish to make the averment.—*Mutford.* Yes. — *Tondeby.* As parceners, ready &c. — Then some said that if they had admitted the parcenary and gone to judgment on the seignory by the long continuity of seisin of the services from before time of memory, the judgment would have been against those who made the avowry.

§ Tenements were demanded against a tenant for life, who made default after appearance, wherefore one J., to whom the reversion fell, prayed to be received to defend &c., and he made default after appearance; his wife then came, and said that the tenements demanded were her heritage, and she prayed to be admitted &c.—HENGHAM. Is it by common law or by statute that you wish to be admitted, seeing that neither you nor your husband is named in the writ.

de prendre, par tant ly byez estraunger de la seignorie, A.D. 1303.
e sur contrarye. — HAWARD (ad idem). Si vous pussez fere parcener cest pur tut lavouerie anentir ; ou devendroit donqe la seignorie, par resone de qele seignorie il ad fet lavowerie sur Willame de la Souche fiz e heyr Milicent ? Ou sus ceo poynt, qe Milicent ne fut pas sa tenaunte, donqe ne put il nul relefe demaunder de sa mort, e par tant la seignorie graunte ou devendroit donke la parcenerie ? — *Tondeby.* Il me donne lun e lautre par sa avowerie. — BERREFORD. Mes il covent cher sur lun pur les contraryez issue dil un e de lautre, lun en fet e lautre en descrescion. — *Tondeby.* J. de ky il prent son title fut un parcener, prest &c., com nous avoms mustre, coment [1] com a defere lavouerie en lor primer respuns. — *Mutford.* Nous fumes sesi de ces services par my la meyn J. com seygnur, e nos ancestres sesiz com seygnurz par my les meynz de ces ancestres, de tens dont memorye ne curt. — BERREFORD. Com seygnurs sesiz e nent com parceners, si vous volez laverement. — *Mutford.* Oyl. — *Tondeby.* Com parceners, prest &c. — Tunc quidem dixerunt, sil ussent graunte la parcenerie, e ussent demore en jugement sur la seygnorie pur la longe continuite de sesine des services avant tens de memorie, le jugement se ut fet contre eux qe firent lavouerie.

§ [2] Tenemenz furent demandez vers un tenant a terme de vie, qe fit defaute apres apparance, par quei un J., a ky la reversion fut, pria a estre resceu a defendre &c., e fit defaute apres apparance ; survint sa femme, e dit qe les tenemenz demandez si sont de son heritage, e pria estre &c. — HENGHAM. Le quel volez estre resceu, par comune ley ou par statut, la

[1] et il nous moustre coment, C.
[2] Some of the following notes seem to be epitomes of some of the preceding cases.

A.D. 1303.—And seisin was adjudged to the demandant; and the woman was not admitted &c.

§ Ingelram [*v.* Malerbe]. Malerbe made default after he had pleaded to the Inquest, and the Petit Cape being returned, he said that he had nothing unless jointly with his wife, who was not named &c., and he showed the charter; and the writ will be quashed.

§ A man demanded arrears of a rent &c. for a mill leased for a term of years: the defendant said that the mill was burned by the Scots &c.; and that consequently he ought not to pay the rent: and the same plaintiff brought a writ of Covenant respecting the same mill, stating that the defendant ought to have left the mill at the end of the term in as good a state &c.; and the defendant gave the same answer, whereby he was bound without exception.

§ In a writ "de ejectione custodiæ," when the defendant affirms the right of the wardship to be in his person, he can safely avow the ejectment, *per* BEREFORD, and he must answer to the ejectment: see the case of the abbot of Peterborough.

§ Husband and wife had pleaded to the Inquest, which came, and the wife challenged the Inquest &c.; and then the husband made default, and the wife prayed to be received &c., and she was; and she prayed aid of the parcener, and had it.

§ If one man bind himself to another in a sum of money to be paid on an impossible act being done &c., if he do it not &c., yet is the debt incurred &c., *per* BEREFORD; but *Tondeby* denied it.

ou vous ne vostre baron nest nome en le bref.—E fu A.D. 1303.
agarde sesine al demandant; nec fuit admissa &c.

§ Ingelram. Malerbe fit defaute apres ceo qil aveyt plede al enqueste, e le peti cape returne dit qil naveyt ren sinoun joynt ove sa femme nent nome &c., et monstravit cartam et cassabitur breve.

§ Un hom demanda arrere de une ferme &c. pur un molin lesse a terme des aunz: le defendant dit qe le molyn fut ars par Escots &c., par quei il ne dut la ferme render; et idem querens porta bref de covenant de eodem molendino, qil dut aver lesse en auxi bon estat en la fyn du terme &c., e il dona meme le respuns, par quei obligatus fuit sanz forsprendre.

§ En bref de engettement de garde quant le defendant afferme le dreyt de garde en sa persone, il put sauvement avoer lengettement; par BEREFORD; et oportet qil respund a lengettement. Teste abbate de Burgo Sancti Petri.

§ Le baron et la femme aveynt plede al enqueste, qe vynt, e la femme chalangea lenqueste &c.; e pus le baron fit defaute, e la femme pria destre resceu &c. et fuit; e pria eyde de son parcener, et habuit.

§ Si un hom se oblige a un auter a une dette par une cause inpossible &c., sil ne face &c., par tant est la dette pluz encoru &c., BEREFORD; in cujus contrarium *Tondeby*.

A.D. 1303. § A writ of Waste in a wardship was brought against four persons who held in common &c. by a lease from the guardian: one died, and the writ was quashed.

§ To a writ of "warrantia cartæ" it was said that the tenant was not impleaded by assise of novel disseisin &c.—HENGHAM. Answer first to your deed &c., and to avoid the damages you can employ that answer &c.—And he admitted the deed &c.; and so he will have to the value &c. when &c.

§ In an attachment on a Prohibition the defendants waged their law that they did not prosecute any plea &c.; when they came to the bar to do their law, *The Attorney* said, As to T. we will release the law.—MALORE. Then will you not sue against T.?—[*The Attorney*]. No.—MALORE. Let them go quit; adieu.

§ In a "cui in vita" the tenant vouched to warranty the heir of the husband, who came into court and warranted and yielded up &c.; although he said nothing had descended to him &c. — *The Tenant.* Sufficient, ready &c.—And the other side said the contrary.—The tenant prayed that execution might be stayed until the Inquest between him and the warrantor had passed. —BERREFORD. That would be dangerous, if the tenant were to die in the mesne time &c. the writ would be quashed &c. then &c.—And it was adjudged that the woman should recover her seisin &c.; and that the tenant should have a writ to summon the Inquest &c.

§ In a "Questus est nobis" stating that one had constructed a certain weir to the nuisance &c., the View was prayed, and it was granted by HENGHAM for the purpose of ascertaining to what freehold the damage was done &c.

§ Bref de Wast en garde fut porte vers quatre, qe tindrent en comen &c. du les le gardeyn ; le un morut, et breve cassatur. A.D. 1303.

§ A un bref de garrantie de chartre fut dit qe le tenant ne fut pas enplede par assise de novel dissesin &c.—HENGHAM. Respundez primez a vostre fet &c., e pur estorter damages poez user tel respuns &c.—Et cognovit cartam &c.; ideo habebit ad valenciam &c. quando &c.

§ En un attachement sur un prohibition les defendanz agagerent lor ley qil ne suerent my ple &c.; quant il vyndrent a la barre de fere lor ley,—*Latorne.* Quant a T. nous relesseroms la ley.—MALORE. Dont ne volez nent suer vers T. ?—Noun.—MALORE. Aylent qetes, adeu.

§ En[1] un cui in vita le tenant vocha en garrantie le heyr le baron qe [vient en curt e] garranti e rendi &c. mes qe ren ne [lui fu descendu] &c.—*Le tenant.* Assez, prest &c. [alii e contra] ideo &c.—Le tenant pria qe execucion demora si la qe lenqueste entre ly e le garrantor fut passe.—BEREFORD. Ceo sera peril si le tenant deviat medio tempore &c. quia breve cassatur &c. tunc &c.—E fut agarde qe la femme recovrest [sa] sesine &c. e [vous] le tenant [avez le bref] de fere venir lenqueste &c.

§ En un questus est nobis quod talis levavit quandam gurgitem ad nocumentum &c. aveyt la vewe par HENGHAM [de estre asserte a quel fraunc-tenement la nussance fust &c.][1]

[1] The words in brackets are supplied from C.

A.D. 1303. § If a woman bring a writ of Dower, and the tenant vouch to warranty, and the warrantor say that nothing has to him &c., and a writ issue to the sheriff to inquire &c., and if anything have descended to him &c., that he deliver to the woman the value of her demand, and that the tenant hold in peace; and if the sheriff deliver to the woman land of which the warrantor is purchaser, he shall recover by assise: *per* HENGHAM.

§ In a writ of Waste of a mill, if the defendant say that the post and other timbers were carried away by an inundation, and can aver it, he shall not answer for the waste: *per* BEREFORD.

§ J. had five daughters; the heritage was divided between them: one of these had two daughters, E. and M.; the purparty of their mother was divided between them; E. was impleaded in respect of her purparty, and she prayed aid of M. her parcener, and had it; and when M. came, E. and M. prayed aid of their parceners higher up, namely those who were parceners with their ancestor, and they had it.

§ A writ of Entry was brought against one R. and E. his wife; R. and E. vouched to warranty; the warrantor was summoned and essoined; on the day appointed the wife of R. made default, and the Petit Cape issued &c.

§ Item, where a writ of Right of Advowson of a church is brought against a man who vouches to warranty, and the vouchee warrants and loses, the demandant shall recover the advowson, and the vouchor shall recover against the vouchee in value, viz., for every mark of the value of the church rent or land worth twelve pence yearly; *per* HENGHAM.

§ Si une femme porte bref de doer, e le tenant voche a garrantie, e le garrant dit qe ren ne ly &c., e bref isse al vicomte de enqerer &c., e si ren ly seyt descendu &c., qil livre a la femme la value de sa demande, e qe le tenant tegne en pees; e si le vicomte livre a la femme dil purchaz le garrant, il avera recoverye par assise; par HENGHAM. A.D. 1303.

§ En bref de Wast de Molyn, si le defendant die qe lestanke e lauter meryn seyt enporte par crecyn de ewe, e ceo pusse averer, il ne respundra my dil wast; per BEREFORD.

§ J. aveit cinq filez, le heritage departi enter euz: la une aveyt deus filez E. e M.; la purpartie lor mere departi enter euz: E. fut enplede de sa purpartie, e pria eyde de M. sa parcenere; et habuit; e quant cele M. vynt, E. e M. prierent eyde des parceners plus haut qe furent parceners a lor ancestre, et habuerunt.

§ Un bref dentre porte vers R. e E. sa femme; R. e E. vocherent a garrantie; le garrant somone essona, a quel jor la femme R. fit defaute, issi le peti cape &c.

§ Item, la ou bref de dreyt de avoeson de esglise est porte vers un hom qe voche a garrantie, e le voche garrant e perde, le demandant recovera le avoeson, e le vocheur vers le voche ad valenciam pur checon mark de la value dil eglise doze deniers de rente ou tere par an; par HENGHAM.

A.D. 1303. § Item, although the King have had the wardship of lands which are of another's fee, by reason of the non-age of the heir &c., nevertheless after that wardship is ended, each lord shall have relief from the heir for the land holden of him by knight-service; *per* HENGHAM.

The following Cases are not in A. or B., but are taken from C.

§ Where a writ was brought against five parceners by several præcipes, two of the five being issue of her who was parcener with the three in the same degree, and who was dead, each of the three in the higher degree had aid of the other two; and *e contra*; and when the two [in the lower degree] had had aid of each other, they had aid of the three of the higher branch.

§ Note, in a writ of Account, where two persons brought two writs separately against one A. to make a certain account, A. came into Court, and the two counted severally against A., wherefore the writing &c.—A. delivered the writing to the Court and said that he was ready to render [the account] to whomsoever &c.—Afterwards the two pleaded together that the writing ought to be delivered to one and not the other; and because they were not present in person &c., and had not an attorney except against A. &c., the writing was re-delivered to A., and the attorneys were told that their principals were to be personally in Court at the Quinzain of Easter, and A. likewise &c.

§ The parson of the church of St. Mark in the Market-place at York brought a "Jure de utrum" against J. de N., and took his title from the seisin of one John his

§ Item, Tut seit qe le Roy eit en la garde des teres qe sont de auter fee par le uoun age le heyr &c., iatardeys apres cele garde checon seignur avera relef dil heyr pur la tere tenu de ly par service de chivaler, par HENGHAM. A.D. 1303.

The following Cases are not in A. or B., but are taken from C.

§ Que par la ou bref fust porte vers parciners par divers precipes, com vers cink; e les deus de cink furent issue de la quarte parcinere de les treis de tele branche qe mort est &c., les tries de la plus haut avoient chescon aide de autre; et e contra: e quant els deus de la une avoient aide de lautre, e si averont ces deus aide joint de les treis qé sunt de la plus haut branche. Eyde prier.

§ Nota, de compoto qe par la ou deus porterent deus brefs diversement vers un A. de quodam compoto reddendo, A. vient en Court e les deus conterent severalment vers A., par quei lescrit &c.—A. livera lescrit a la Cort, e dist qil fut prest a rendre a qi &c. —Pus les deus plederent ensemble, par quei lescrit deit estre livere al un e nent a lautre; e pur ceo qil ne furent pas en propre persone &c., e il ne aveient attorne fors vers A. &c., fust lescrit rebaille a A., e fust dit a les attornez qe lour mestres fuissount en Cort en propre persone a xvme de Pasche, et A. similiter &c. Nota.

§ La persone del eglise de Seint Marc en Merche de Everwyk porta un Jure de utrum vers J. de N., e prist son title de la seisine un Johan sun predecessor, De utrum.

A.D. 1303. predecessor, who was seised as in right of &c.; and the said John against whom the writ was brought, who had been parson &c. and had resigned &c., was to plead to the jury if it was the lay fee of John; and the other side that it was not the lay fee &c., but &c. They had a day over, by reason of the default of jurors; on the day appointed the jurors came, and one was sworn &c.—*Mutteford* (for John before he swore) said, One Alice devised these tenements to John, and so it is his lay fee. And he put forward the testament &c., which ran thus, "I Alice give and devise to the parson "of the church &c. a messuage, and to his church, "and to his successors after his decease, so that if the "said John shall by any means during his life be "removed from the said church, the said messuage "shall remain to him for the term of his life &c.; and "that after his death, it shall remain to the church &c. "and to his successors &c." — *Lanfar.* Now we pray judgment; since the document which he has put forward to prove that it is his lay fee, proves &c. that it is the right of our church &c., we pray judgment &c.— BEREFORD. True it is &c. that it is the right of your church; but not before the death of John: then this document gives simply a lay fee to John for the term of his life: therefore, John, go and adieu: and do you [the demandant] await your time &c.[1]

§ In a writ of Waste of tenements holden in ward the defendant made default after the Great Distress. The sheriff was commanded to enquire of the waste on the place wasted. He did so; and by the inquisition

[1] The reason for John going to a jury on the first day was that he had not then the testament; and on that being stated, the jurors were told to go home. The reason for the jury not passing &c. was that F. (the demandant) made himself party to the testament, and desired to take the benefit of the words contained therein. And at last the parson prayed that this matter and its peculiarities might be entered on the roll, for the security (after John's death) of the estate of the church.

qe fut seisi come del droit &c. ; e fust meyme cestui Jon vers qi le bref fut porte qe avoit este persone &c. e resigna &c. pleder a la jure si lay fee Johan ; e le autre qe nest lay fee &c. mes &c. Avoyent jour outre par defaute de jorors ; a quei jour les jurors viendrent, e un fut jure &c.—*Mutteford* (pur J. einz qil jura). Une Alice divisa ces tenementz a J., issint e ceo sun lay fee. E mist avant le testament &c., Jeo Alice donne e divise a la persone del eglise &c. un mies, e a sa eglise avantdit e a ceo successors post ejus decessum, issint qe le dit Johan en nule manere en sa vie soit del avandite eglise remue, quel mies lui demoerge a terme de sa vie &c., et post ejus decessum al eglise &c. e a ces successors &c. —*Lanfar.* Ore demaundoms jugement, de pus qe le fet qil ad mis avant pur prover qe cest son lay fee, proeve &c. qe cest le droit de nostre eglise &c., jugement &c.—BEREFORD. Veirs est &c. qe le droit de vostre eglise ; mes ne mie avant la mort Johan ; donqe ceo fet donne purement lay fee a J. a terme de sa vie ; e pur ceo J. aille a deu &c. ; e vous attendez vostre tenps &c. — Causa quare Johannes ad juratam primo die, quia tunc non habuit testamentum ; et dictum fuit et ideo dic[1] juratis quod irent domi. Causa pur quei ne passa mie, voir, pur ceo qe la ou F. se fist partie al testament &c., e de aver pris avantage de parole qe furent contenuz denz le testament ; E au drein ceste persone pria qe ceste chose e cointice de part fut entre en roulle pur lestat del eglise apres la mort Johan &c. A.D. 1303.

§ En bref de Wast des tenementz tenuz en garde, le defendant apres la graunte destresse fist defaute. Fut comande a visconte qil enqueist del wast suz la place waste. Il enfist ; e par le enqueste trova wast De vasto.

[1] MS. die.

A.D. 1303. he found that there had been waste &c. to the amount of ten pounds. The inquisition was returned into Banc. —MALLORRE. The Court adjudges that the infant do recover the year and the waste and his damages of ten pounds by taxation.—And note this, that in case of waste committed during a wardship, treble damages will not be recovered &c.

§ The abbot of H. brought his writ [of Annuity] in common form against the prior of R.—*Herle.* Sheweth to you the abbot &c. that the prior of B. [R.?] who is there tortiously detains from him one hundred and five shillings, which are arrears due to him in respect of an annuity of a hundred shillings, and which the prior owes to him; and tortiously for this, that whereas there was a dispute between the abbot of M. [H.?] and the said prior respecting certain things which the abbot claimed out of the said priory, to wit, subjections, corrections and all other things, the prior and his church agreed by submission to be bound by the award of the bishop of Sarum; and, in the matters in dispute between them, the bishop, with the advice of J. de B., A. de C., &c. awarded that the prior should be for ever quit of the subjections &c., as above; and that the prior for himself and his successors for ever should grant an annuity of a hundred shillings to the abbot of M., in acknowledgment for the temporal things which the abbot was accustomed to receive from the said priory, by half-yearly payments &c.; and that the said prior on his part assented to the said award, and put his seal thereto; by virtue of which award and assent the said abbot and his successors were ever since seised &c. until a year ago; and that a hundred shillings are in arrear and a proportion from the last period for payment of the said hundred shillings. And he produced to the Court the award of the bishop.—*Tondeby.* Will you say that they submitted &c. in respect of corrections &c. and of all

&c. a damage de dis livres. Lenqueste retorne en Bank. A.D. 1303.
—MALLORRE. Si agarde la Cort qe lenfant rescovere lan e le wast e ces damages de dis livres par taxacion Et hoc nota, qe en cas de wast fet en garde, home. ne rescovere mié damage en treble &c.

§ Labbe de H. porte son bref de comune forme vers le priour de R.—*Herle.* Ceo vous moustre labbe &c. qe le priour de B. qe illokes est atort lui detient C. v. s. qe arere lui sunt de une annuyte de C. s. par an, queux il deit; e pur ceo atort, qe la ou debat fust entre labbe de M. e le dit priour suz chose qe labbe clama en la dite priorie, nomement subjeccions, correccions e totes autres choses, le priour e sa eglise coniseynt par submission se mistrent en le ordinance levesqe de Sarum, e des avantdiz debates entre eux ordinast e le consail J. de B., A. de C. &c.; quel Eveske par lour consail ordina qe lour priour fust par touz jors quites de subjeccions &c. ut supra; e qe le priour pur lui e ses successours touz jours facent une annuyte de C. s. al abbe de M., en resconisance de chose temporale qe labbe soleit prendre de la dite priorie a paier a deus termes &c., a quele ordinance le priour pur sey assentist, e mist sun seal; par quele ordinance e assent cel abbe e ces successours touz jours pus seisi &c. tant ke a un an qe les C. s. sunt arere del derene terme del avantdit C. s., e mist avant le ordinance leveske a la cort.—*Tondeby.* Volez dire qe eux se mistrent &c de corec-cions &c. e de tote autre choses temporales e espiritales? Annuyte.

A.D. 1303. other things, temporal and spiritual.—*Herle.* I have counted of subjections and of all other things touching the prior's church; answer to what you choose.—*Tondeby.* You have heard how he has counted of your submission, whereby the abbot and the prior submitted to their award the disputes between them, and he says that the subjections &c. were submitted, and all other things; that phrase "all other things" must be understood of things of the same nature as the things last before named, namely spiritual things, and not of the subject of an ordinary contract, such as temporal things; and inasmuch as the things before specified are purely spiritual, to which things the words "and all other "things" have reference, such as great and small tithes, and he has brought his action by virtue of a submission for these spiritual things &c., we do not think that this Court has power to hold a plea of such things.—*Midf.* You hold entirely to the commencement of our statement, but not to the entire statement which we make in support of our action; for we have said that the award on the submission was for the abbot to receive from the priory in compensation for the temporal thing which he previously used to receive from the said priory, which award extends to the temporal thing, and to which award you show a judicial assent.—*Passeley.* When he says that the bishop on whose award [he relies] was a spiritual person, and the other four, namely with whose advice &c., were J.'s the bishop's own people, that shows that they also were spiritual persons; judgment &c.—BEREFORD. That is another kind of answer; hold either to his plea or to your own.—*Tondeby.* We hold to our first plea: and he rehearsed &c.—*Warr.* I show to you for three reasons that our demand savours of a temporal matter wholly; one is that the dispute was about a spiritual matter, such as corrections &c., and it was awarded that all kinds of disputes and demands about spiritual things should be ended: another reason

—*Herle.* Jeo ay conte de subjeccions e de totes autres choses le eglise le priour tochanz; responez a ceo qe voletz.—*Tondeby.* Vous avez bien entendu coment il ad conte de vostre[1] submission, ou labbe e le priour se mistrount en lour ordinance debaz qe purent entre els, e dit qil se mist de subjeccions &c, e totes autres choses; ceste parole totes autres choses se fet entendre de chose compliez de eux la parole avaunt nomez, com des choses de espirital, e ne mie de chose gros contracte, com de chose temporale; e de pus qe les choses avant nomez sunt mere espiritales, a queux choses totes autres ad relacion com a grosses dymes e menuz, e il ad sa accion mustre par tiels submissions de teles choses espiritales &c., ne entendoms mie qe ceste Cort soit de poer de teu plee tenir.—*Midf.* Vous prenez tut al comencer de nostre dit, mes noun pas a gros de prover nostre accion; qe nous avom dist qe ordeynement soubs la submission al abbe a resceivre de la priorie en compensacion de chose temporale qil soleit avant resceivre de la dite priorie, qe ordinance se termine en chose temporale, e a quele ordinance vous mustrez en assent de jugement.—*Passeley.* A ceo qil dist qe leveske en qi ordinance home despiritualte e les autres quatre, saver par qi [&c.] les genz J., ceo mostre genz de espiritualte; jugement &c.—BEREFORD. Cest un autre respons, tenez vous a un, ou a son dit ou al vostre.—*Tondeby.* Nous tenoms a nostre primer dit, et recitavit &c.—*Warr.* Jeo vous moustre par treis resons qe nostre[2] demaunde soune en temporaute tut, une est la ou debat fut de chose espiritual come de correccions &c., ordine est qe tote manere debatz e de tote manere demandes de chose espiritual seient anentiz; A.D. 1303.

[1] MS. vewe.

[2] MS. vostre.

A.D. 1303. is that their award, besides dealing with spiritual things, dealt with a temporal thing: another reason is that the prior assented to that award &c. and afterwards paid &c. the half, and so it is a temporal thing; and your pleadings give us these three points in favour of our single action; and on this &c. he demands [the annuity]: judgment if he ought not to answer in this Court.—*Tondeby.* As before.—BEREFORD. Does not the submission state that they submit the subjections and all other things touching the church of Rotone &c.?—*Tondeby.* Those words "other things" have reference only to the things previously specified, and the submission itself proves this, for there is another thing named in the submission, namely, obedience, which he has not named in his count; therefore since he has not previously specified anything except spiritual things to which the words "other things" have relation, judgment &c.—*Est.* In a writ of Trespass which states "he beat him and did other grievous things to him," I cannot under those words "other things" count of things of larger signification, or done in a different manner from the main trespass specified in the writ; for the "other things" refer to similar things depending on the main thing previously specified.—*Herle.* The submission does not purport to be of subjections and other like things, but says &c., and so may be well held to authorize a cognizance of temporal as well as spiritual things.—*Tondeby.* But a man in Holy Church cannot make an award concerning a temporal thing &c., for that would be against the King's dignity; wherefore &c.—*Herle.* To that award you put your seal, and you were seised &c., and thereby you affirmed the award &c.—*Tondeby.* Although you speak of a fact, we are not speaking of that fact.—*Warr.* That would be to plead in another direction, for instance, to the action.—*Tondeby.* It seems to us since the submission which gives power to make the award for all

—une autre reson, qe lour ordinance outre le destre des espirituales si fist de chose temporale;—une altre qe le priour a cele ordinance mist content &c. e pus paya &c. la myt, qe ensi est temporale; e nous dites treis poinz par une nostre accion, e de ceo &c. le demaunde; jugement sil ne deit cienz respondre.—*Tondeby.* Ut supra.—BEREFORD. Ne voet la submission qil submistront de subjeccions e de totes autres choses de la eglise de Rotone tochanz &c. ?—*Tondeby.* Cele parole autres choses nad de relacion fors qe a les choses avant specifies, e ceo prove la submission mesme; qe choses autre chose meyme en la submission qil ne ad nome en conte, cum en obedience, dount de pus qil ne ad mye avant specifie ou si noun de chose espiritual a qi les autres choses ount relacion, jugement &c. — *Est.* En un bref de trespas qe dit verberavit et alia enormia ei intulit, jeo ne purra mie par cele parole alia conter de choses qe seient plus grosses en sey, e de autre manere qe ne seient le gros trespas specifie en le bref, car le alia si soit de meyme chose dependant del gros avant nomez.—*Herle.* La submission ne dit mie de subjeccions e altres qe chose, einz dit &c. qe puet auxi bien aver la conisance en temporal com en espiritual.—*Tondeby.* Mes home de Seynt Eglise ne purra mie ordiner de chose temporal &c.; qe ceo serroit encontre le degnete le Roy, par quei &c. —*Herle.* A cele ordinance meistes vous vostre seal, e vous seisi &c. e en tant affermastes le ordinance &c. —*Tondeby.* Coment qe vous parlez de fet, nous ne parlom point en cel fet.—*Warr.* Cel serroit autre veye de pleder, sicom al accion.—*Tondeby.* Il nous semble de pus qe la submission qe donne poer de ordeinement A.D. 1303.

A.D. 1303. . . . . and the people who made the award are spiritual persons, and that this thing was awarded by them, the matter ought only to be discussed in a spiritual court.—*Herle.* Although they have awarded that the annuity should not be demanded in any other court than in Court Christian &c., do you think thereby to have a plea of a temporal thing in Court Christian? No.—BEREFORD. Within these twenty years people have been accustomed to take bonds, binding debtors to submit to the decision of Holy Church in mercantile matters, and by those obligations they used to draw to the Church pleas of debt, to be pleaded before them; and it was seen that that was against law, and it was ordained that they should no longer intermeddle with those kinds of pleas; in like manner, I tell you, in this case you cannot elect which kind of judgment you please; for if you were to plead here a matter which pertains to Court Christian, we would not admit you to do so; so in Court Christian, "Chris- "tians themselves shall not there &c." for you would be prevented by Prohibition.—*Herle.* Will you bind him by a deed where he only speaks &c. as any other man speaks.—*Tondeby.* Since it is a spiritual matter, judgment if in this Court &c.—HOWARD. Would you wish then that he should plead before the bishop in demanding this annuity?—*Tondeby.* As before.—BEREFORD. If the plea were there he would defeat the Prohibition, wherefore it seems that the matter is not spiritual, and if we defeat it here &c., thereby it will be defeated everywhere, since it is a temporal matter.

par tut . . . . .[1] e les genz qe ordinerent genz de A.D. 1303.
espiritualte, qe cest chose par eux ordine, aillors qe en cort esperitual ne deit estre discus.—*Herle.* Tut en sunt il ordine qe le annuyte neust ia este demaunde en autre cort qe en Christiene &c., quidez vous par tant de chose temporale aver plede en la Court Christiane? navil.—BEREFORD. Home soleit fere deinz ces xx. anz obligacion a obliger les dettors a descrescion de Seinte Eglise en marchand, e par celui obligacion il soleient atrere a eux les pleez de dette a pleder devant eux; e home vist qe ceo fust encontre ley, e fust ordeine qe mes ne se entremeissent de teux maneres des pleez; auxi vous dy jeo par de sa, vous ne poez mie eslire quel jugement qe vous volez; qe si vous pledissez cienz chose qe apendeit a la Court Christiane, nous ne vous ne resceiverom mye; auxi en Cort Christiene, Christiani ipsi non ibi &c., qe home vous desturbereit par la prohibicion.—*Herle.* Le volez vous lyer par un fet ou il ne parle point leinz &c., qe autre home parle. —*Tondeby.* De pus qe la cause esperitual, jugement si cienz &c.—HOWARD. Voudrez vous donke qil pledast devant leveske de ceste annuite demaunder?—*Tondeby.* Ut supra.—BEREFORD. Si le plee fust la, il defreit la prohibicioun; par quei il semble qe la chose nent espiritual, e si nous le defeissom cy &c. par tant ubique defete de pus qe temporale. Ut probatur dies &c.

[1] A blank for one or two words is left in the MS.

APPENDIX.

APPENDIX I.

Here begin the Pleas of the Crown before Spigornel &c.

A.D. 1303. § One Geoffrey appealed Robert and William of robbery and of breach of the peace of our lord the King, and kept up his suit in the county court, so that they were called for at four successive county courts, and they were mainprised to the fifth county court; at the fifth county court they came, and brought a Pone to remove the proceedings before the Justices in Banc. This appeal was recorded in the Eyre by the Coroner, and nothing came out of Banc of the appeal, and nevertheless the appellor was called for at the Eyre to come and prosecute his appeal; and because he came not, his pledges for suit were in mercy, and it was ordered that the appellor should be taken; and moreover, the appellees were attached at the suit of the king, and were brought as prisoners before the Justice, and were arraigned and went before the jury. —And note, that because it was found by the Coroner's roll that they did not come to the peace until the fifth county court, they lost their chattels.

§ Note, that if a chief lord renounce his right to tenements holden of him, where his tenant by reason of felony has lost the issues of his tenements from the day of commission of the felony until the day of his

APPENDIX I.

INCIPIUNT PLACITA CORONE CORAM SPIGORNEL &C. A.D. 1302.

[1] Un Jefroy apella Robert e Willame de robere e de la pees nostre seygnur le Roy enfreynt, e suy tant en conte qe eux furent demaundez quatre feez en quatre contez, e meynprise jekes al quinte conte; al quinte conte il vyndrent, e porterent un pone a mettre la parole devant Justices en Bank; ceste apelle fut recorde en Eyre par Coroner, e ren ne vynt hors du Bank de cele apelle, e jatardeys lapellor fut demaunde en Eyre qil venist suer son apelle; e pur ceo qil ne vynt poynt, cez plegges de suer furent en la mercy, e fut comande qe le apellor fut pris, e nepurkaunt les apellez a la sute le Roy furent attachez e menez devant Justice com prisonz, e furent aresnes, e passerent par pays. Et nota, pur ceo qe trove fut par roule de coroner qil ne vyndrent nent a la pees jekes au quinte conte, il perdirent lor chateus.

§ Nota, qe si un chef seygnur renuncye son dreit des tenementz qe sunt tenuz de luy en cas quant son tenaunt par felonye fete ad perdu les issuez de ces tenementz dil jor de la felonie fete deke al jor

[1] The cases in this Appendix, as far as p. 509, are taken from B.; they follow immediately after the reports of the civil cases in the Iter.

A.D. 1302. death, or by reason of outlawry pronounced against him, or by reason of any other judgment pronounced against him for the felony, because he would not answer to the King for the said issues, the Sheriff's duty in the justices' Eyre is to extend those tenements to the King's use, and to be the King's approver; and nevertheless, the Sheriff shall levy from the chief lord the issues as aforesaid, *per* HENRY SPIGORNEL: and this is to be understood of all tenants who hold free land, and not of others. Item, the "year and waste" shall be taxed or assessed at the yearly value of the land during the whole of the intermediate time, from the day of commission of the felony &c.

§ Item, Bloyoun, who was adjudged to "peine fort "et dure," did, ten days afterwards, through the instrumentality of his friends, bring his charter into court, which stated that the King had granted him pardon for all kind of trespasses committed before the date of the charter; and because he was indicted for divers felonies committed since the date of the charter, the charter was not allowed, although he was brought from prison, and for his answer had put forward the charter:—*per* BEREWYK and SPIGORNEL.

§ One Alice appealed one John of rape and of breach of the peace of our lord the King, and said that in a certain year, on a certain day, and at a certain place in a certain vill, he had forcibly ravished her virginity against the peace &c.—And John came and denied the felony, and as to its being against the peace &c. and the dignity of the Crown &c., and said that he was not guilty, ready &c.: and if the Inquest had found that he was guilty, and that the crime was committed after the Statute, it would, if Alice by advice had not withdrawn from the appeal, have been adjudged that he

de sa mort, ou de utlagerie pronuncye en sa persone, A.D. 1302.
ou de autre jugement surmys en sa persone par cele felonie, par la resoun qil ne voleyt pas respundre al Roy de celes issuez, le vicomte si a charge en Eyre des justices qil facent estender ces tenementz al eus le Roy, e qil sey aprouor le Roy; e iatardeys le vicomte levera dil chef seygnur les issuez com avant est dit, par HENRY SPIGORNEL; e ceo est atender de tous tenauntz qe tenent fraunche tere, e nent des autres. Item, qe le wast e le an sera taxe, sera mys a la value de la tere par an tot le meen tens dil jor de la felonie fete &c.

§ Item, Bloyoun qe fut a la graunt penance, diz jors apres par ces amys porta sa chartre en curt, qe voleyt qe le Roy ly avoyt perdone la sute de sa pees pur tote manere de trespas fete avant la date la chartre; e pur ceo qil fut endite de diverse felonies fetes pus la date de la chartre, ele ne fut nent alowe, mes qil meme fut venuz hors de prison, e pur respuns ut mys avant la chartre, par BEREWYK e SPIGORNEL.

§ Une Alice apella un Jon de rape e de la pees Appelle de rape.
nostre seygnur le Roy enfreynt, e dit qe a certeyn an, e certeyn jor, e en certeyn leu, e en certeyn ville, a force la ravist soun pusselage encontre la peez &c. — E Jon vynt e defendi tote felonye, e quaunt qest encontre la pees &c., e la dignete de la corone &c., e dit qe de ren copable, prest &c.: e sil[1] trove fut par enqueste qil fut copable, e qe le fet fut fet pus statut,[2] si Alice ne se ut retret de son appel par consayle, il ut este agarde

[1] MS. pur ceo qe.

[2] MS. avant statut. (13 Ed. 1. st. 1. c. 34). The reference to the statute shows that the alteration of the text is necessary, unless indeed the crime was committed before the 3 Ed. 1. c. 13. But the note of this case in A. states that the Inquest found John not guilty, and that Alice laid the commission of the crime before the statute of Westm. 2, and that in such case the punishment specified in the text would not follow.

A.D. 1302. should have had his eyes put out and his testicles cut off; and because he was a single man the judgment would be that either he should marry her or undergo that punishment.

§ It was presented by a tything that in the town of Boddon a thief was taken, and brought to answer and hung; wherefore the Justices commanded that the suitors of that court should come and make record thereof. They came and said that on a certain day &c. one Matthew came to the market at B. and found in the hands of one Robert his horse, which had been the night before stolen from his house in the town of T., and that he raised the cry on the said Robert, and so both man and horse were taken: that the Prior of Boddon, to whom the franchise belonged, hastily summoned and held his court, whereto came the said Matthew and appealed the said Robert by words of felony, saying that he had feloniously taken the horse against the peace &c.; and that Robert came and admitted the felony; whereupon the steward who held the Prior's court gave judgment that he should be hung.— SPIGORNEL. Call the prior.—The prior came.—SPIGORNEL. The suitors have recorded so and so; therein seems to be a great error: do you claim infangthef and utfangthef?—*Hunt.* Sir, he claims to have infangthef.—SPIGORNEL. Was the felony committed within the limits of your franchise?—[*Hunt.*] No, Sir.—[SPIGORNEL.] Where then?—[*Hunt.*] Sir, we do not know.—SPIGORNEL. Now, Sir Prior, do you mean to hold a plea in your court of a felony committed out of the limits of your franchise, when you claim only infangthef?—*Hunt.* We say that infangthef extends to the case of a thief being taken with the "mainour" at the suit of any one, and that if he will submit to the court we may hold the plea, and may proceed to judgment if he he be condemned.—SPIGORNEL. I have told you that they have recorded that he admitted himself to be a

qele ut creve les eus Jon e coppe cez couz; pur ce qil fut soule, le jugement se freyt qil la espo-sat ou qil ut cele penance. A.D. 1302.

§ Presente fut par un dizeyn[1] qen la ville de Bod-don fut un laron pris e mene en respuns, e fut pendu; par quei les Justices comanderent qe les sutors de cele curt venisont de fere cel record: vyndrent, e disseynt qe a certeyn jor &c., vynt un Matheu en la marche de B., e trova en la meyn un R. un son chival qe emble luy fut la nut avant en sa meson en la vile de T., e leva cri sur cely Robert, par quei il furent ambedeus attachez; le Prior de Boddon a qi la fran-chise en est, fit somoner sa curt hastivement tynt; la vynt Matheu avandit e appelle Robert par motz de felonye, qe felonussement aveyt emble cel cheval en-contre la pees &c.; e Robert vynt e reconut cele felonye; par quei qe le seneschal qe tynt la curt le Prior dona le jugement qil fut pendu. — SPIGORNEL. Demaundez le Prior;—qui veniebat. — SPIGORNEL. Cel record unt cele sutors fet, en ky semble mout deffec-tif: clamez vos aver infangeynthef e utfangethef? — *Hunt.* Sire il cleyme aver infangethef. — SPIGORNEL. Fut la felonye fet en vostre fraunchise?—Sire, navyl — Ou donqes? — Sire, nous ne savoms. — SPIGORNEL. Ore, Sire Prior, volez vous tenir play en vostre curt de felonye fete hors de vostre fraunchise, quant vous ne clamez plus qe infangethef.—*Hunt.* Nous dioms infangethef quant un laron est pris ov meynoure a sute de akun, e sil se voyle mettre en la curt, nous tendroms cel play, e irroms a juge-ment sil seyt dampne. — SPIGORNEL. Jeo vous ay dit qil recorderent qil se conut laron, e qil alent

[1] dozeyn?

A.D. 1302. thief, and that they went to judgment; can you do that without presentment by the Coroner?—*Hunt.* No; but if he submit to the court, when he is found with the "mainour," we may go to judgment.—SPIGORNEL. You have well heard how it is recorded that you went to judgment on him who acknowledged himself a felon without presentment by the Coroner who can bear record, whereas your court is not a court of record; and this you can not deny: attend judgment on Monday.

§ One John was attached and delivered to a tything to be kept until the sheriff's tourn, and he was not then indicted: the said John, when he was thus given into the custody of the tything, went off. The twelve jurors thought that there was no need to indict him, because they thought that on their indictment he would have been taken and given in custody to the sheriff; and so they did not indict him. This John was afterwards taken and brought before the Justices, and was arraigned for divers felonies, and he stood mute and would not answer; wherefore he was condemned to the "peine forte et dure."—Note, that if he had been indicted before he was given into custody he would not have been arraigned; but would have been hung without being arraigned. Because he was not indicted there was no warrant for his being attached, and without warrant he could not be imprisoned; nor consequently, if he went off, did he break prison; so he was arraigned, and he might have answered if he chose.

§ One John Swynk committed felony, and immediately thereafter was taken; his friends whilst he was in prison purchased the King's charter of pardon; he was indicted in the Eyre for the felony, and one Robert was indicted for harbouring him, knowing the felony. The said John Swynk came before the

a jugement; e purrez ceo fere sanz presentement de coroner?—*Hunt.* Navyl, mes sil se mette par la ou meynoure est trove, nous irroms au jugement.—SPIGORNEL. Vouz avez ben entendu coment recorde est qe vous estes ale au jugement de cely qe conut estre felon, sanz presentement de coroner qe poet record porter, par la ou vostre curt ne poet record fere; e vous ne poez ceo dedire; atendez vous jugement lundi. A.D. 1302.

§ Un Jon fut attache e baille a un dizeyn a garder a turn de vicomte, e ne fut pas a cele oure endite; cely Johan quant il fut issi baille en garde le dizeyn e sen alast; le doze jurors a cel oure quiderent qil ne seyt pas mester de ly enditer, e pur ceo que a lour enditement quiderent qil ut este pris e en garde de vicomte, par quei eux ne luy enditunt poynt. Cesti Jon fut pris apres e mene devant Justices, e fut aresne de plusors felonyes, e il se fit mut e ne voleyt respundre; par quei il fut agarde a la graunt penance·—Nota, qe sil fut endite avant qil fut en garde baille, il ne fut pas aresne, mes sanz arener pendu; pur ceo qil ne fut pas endite il ne avoyt nul garrant par quei il dut estre attache, sanz garrant ne put estre enprisone, ne par consequent sil sen va ne poet prison debruser; si fut aresne e devoyt aver son respuns sil vousit. Casus.

§ Un Jon Swynk fit felonye, e meyntenant sur la felonye fete fut pris; ces amys tant com il fut en prison purchacerent la chartre le Roy de la sute de sa peez; en Eyre fut endite de cel fet, e un Robert dil recette de luy sachant sa felonye; cely Jon Swynk Casus.

A.D. 1302. Justices, and was arraigned of the said felony, and he put forward the King's charter and prayed that it might be allowed, and accordingly he went quit. And then Robert came and was arraigned for the harbouring, and he gave this answer, viz., that he who was harboured was never convicted of felony, and so he (Robert) could not be a harbourer, and inasmuch as harbouring is only accessory to the felony, the felony being the principal, and John was never convicted of the principal matter, we pray judgment if to the harbouring, which is the accessory, he ought to answer.—SPIGORNEL. He was arraigned for the felony here before us, and he put forward the King's charter, which stated that the King had foregone his suit for the felony; so that this charter which he has obtained supposes that John had admitted to the King that he had committed the felony, and a man is sufficiently convicted when he himself admits that he is a felon; therefore we consider him as convicted: answer. — *Hunt.* Sir, the charter does not say "whereof he has been convicted," but only "whereof he is arraigned;" which words suppose that he has been indicted, but not that he has admitted the felony; for many a man, through his friends, purchases a pardon, thinking that the safest way; and perchance this man did the same.—BEREWYK. Have you not seen the case of the King pardoning an outlaw, and notwithstanding the pardon the pardoned man answers for the trespass for which he was outlawed?—*Hunt.* Yes, Sir; and for that purpose his charter contains the words "so nevertheless that he "stand a trial &c." John Swynk is quit in this court by virtue of the King's charter; nevertheless if any man will appeal him of the same felony, it behoves him to come as a prisoner and answer for the death; and so we tell you that if he was convicted of the felony, as you say the charter which he has purchased supposes, he would have a short answer as

vynt devant Justices, e fut aresne de cele felonye, qe A.D. 1302.
mit avant la chartre le Roy e pria qele fut alowe, par quei il ala quite. E Robert vynt e fut aresne dil recette, qe dona cel respuns, cely qe dut estre recette ne fut unkes atteynt de nul felonye, par quei il ne put estre recettor; e desicom le recette est accessorye a la felonye fete qest principale, a la principalte ne fut unques atteynt en la persone Jon, demaundoms jugement si de cel recettement qest accessorye deyve respundre. — SPIGORNEL. Il fut ceynz arene de la felonye devant nous, e il bota avant la chartre le Roy qil y avoyt perdone sa sute de cele felonye, par quei cele chartre qest son purchas supose en ly qil conuseyt al Roy qil avoyt fet cele felonye; e un hom est assez atteynt quant par ly meme ceo conut estre felon; par quei nous ly tenoms com atteynt; responez. —*Hunt.* Sire, il nad en sa chartre, "unde convictus "est," mes "unde rettatus est;" les queles paroles supposent qil est endite, e ne mye qil eyt conu la felonye fete; car meynt hom si fet son purchas par amys quidant le plus bele, e auxi se fit il par aventure.— BEREWYK. Ne veyt vous unqes qe le Roy perdona un utlagarie a un home, e ne mye contre esteant cele perdone qil respone dil trespas par quei il fut utlage? —*Hunt.* Sire, oyl; e pur ceo ad il en sa chartre "ita "tamen quod stet recto &c." Jon Swynk est aquite en ceste curt par la chartre le Roy; nepurkaunt si un hom se vousit apeller de meme cele felonye, il covendreit qil venit com prison e qil respund a ly de cele mort; e dont vous dioms nous qe sil fut atteynt de cele felonye auxi com vous dites qe la chartre qest son purchas supose, il avereyt cort respuns quant

A.D. 1302. to the party; and we pray judgment if now he ought to answer to this harbouring with which you charge him, seeing that the principal is not yet convicted, and he may perchance hereafter be brought here at the suit of another person to answer for the thing, and perchance may be convicted and condemned.—BEREWYK. Robert, pay your fine to the King; for you can not deny that you harboured him, and that was a great trespass against the King &c.—Note, the Justices did this rather for the King's profit than in accordance with law; for they gave this decision "in terrorem."

§ Note, if a Sheriff let go on bail a prisoner who is attached for manslaughter, he shall answer for him at the Eyre.

§ Note, if a vill or tything keep a prisoner more than one night without sending him to the King's gaol, it is amerciable at the Eyre, unless the lord have the King's warrant.

§ One Agnes, who was the wife of W., had laid an appeal in the County Court against one Ralph. The woman came before the Justices, and it was testified by the Twelve that Ralph was dead: the woman was asked what appeal she intended to have prosecuted; and she said that the said Ralph had ravished and ruined her against her will; and she named the place and time and the year. The Twelve were commanded by the Justice to present the appeal and the attachment; and they presented that the said Ralph had ravished her against her will; and they named the day and the place and the time and the year of the King; and that the woman freshly raised the "menee" and the hue &c. upon the said Ralph, who was attached to come to the next County Court, at which County Court he made default; wherefore it was adjudged that the said Ralph should be

a la partie; e demaundoms jugement si ore de ceste recette qe vous ly amettes deyt respundre, desicom le principal nest pas unqore atteynt, e purra apres par aventure ben estre mene a la sute un autre de ceste choce en respuns, e par cas atteynt e dampne.— BEREWYK. Robert, fetes vostre fyn al Roy, car vous ne dedites pas qe vous ly recettates, e ceo fut graunt trespas al Roy &c. Et nota quod fecerunt hoc Justiciarii magis ad appruyamentum Regis faciendum quam ad legem manutenendam, quia hoc dixerunt ad terrorem. A.D. 1302.

§ Nota, si un vicomte lest un prison qe est attache pur mort de home a plevyne, il respundra de ly en Eyre.

§ Nota, qe si le vile ou dizeyn retynge un prison outre un nuyt qil ne seyt mande a la gaole le Roy, ele est amercyable en Eyre, si le seygnur ne eyt garrant du Roy.

§ Une Agnes qe fut la femme W. avoyt attache en conte un appel de sure vers Rauf. La femme vynt devant Justices, e temone fut par les xii. qe Rauf fut mort; fut demaunde de la femme quel appel ele voleyt aver suy; e ele dit qe meme cely Rauf encontre son gre lavoyt ravy e parieu; e noma leu, e tens, e lan: xii. par la Justice fut comande a presenter lappel e le attachement; e presenterent qe meme cely Rauf encontre son gre la ravyt; e nomeynt jor, leu, e tens e lan du Roy; e qe la femme frechement leva la mene, heu &c. sur meme cesti Rauf, qe fut attache de vener au procheyn Contee, a quel Contee il fit defaute; par quey fut agarde qe Rauf fut destreine. — LA

A.D. 1302. distrained.—THE JUSTICE. You have presented that the woman, who has a husband, alone found surety, by the judgment of the County Court; and because they did not make the husband and wife jointly find surety, all the county is in mercy. You have also presented that the County Court did, on the appeal, award a distress by reason of his [Ralph's] default, when the "capias corpus" lay without the distress; and they ought to have ordered the woman to have been taken for suing after the death of the appellee; otherwise the Justices would have enquired of his death although he was dead if the woman had not come: so all were further amerced.

§ One Alice de Boddemen was attached with a bundle of cloth; Walter de C. was ready to sue; and he counted by words of felony.—*Alice* put herself on the Inquest, and was condemned; and *Walter* prayed to have his chattels delivered to him.—THE JUSTICE asked the Twelve if Alice was first attached at the suit of Walter or at the suit of any one else. — THE TWELVE. Sir, at the suit of Walter.—Note, if she had been first attached at the suit of any one else than Walter, Walter would not have had back his chattels.

§ Note, that he who wishes to abjure the realm shall take the port assigned to him by the Coroner, and no other port.

§ Three men were indicted for the death of a man who was murdered; they put themselves on the country.—THE JURY said that only one was guilty of the deed, and that the other two were not guilty of the deed, nor of assent to it; but said that the two interred him without view by the Coroner. Wherefore the one who was guilty of the fact suffered

JUSTICE. Vous avez presente qe la femme qe ad baron soule trova seurte par agard dil Conte;[1] e pur ceo qil ne ussent fet prendre la seurte le baron joyntement oveke sa femme, tut le conte en la mercy. Auxi vous avez presente qe le Conte agarda une destresse sur le appel pur sa defaute, ou le "capias corpus" git sanz destresse; e la dussent aver comande prendre la femme qe suy tem la mort le appelle, altrement justices ussent enquis de sa mort, tut fut il mort, si la femme ne fut venuz; toz plus fussent amercyez. A.D. 1302.

§ Une Alice de Boddemen fut attache ove un fardel de dras; Watier de C. fut prest a suere; e conta en forme de felonye; Alice se myt en enqueste e fut dampne; Watier pria ces chateus estre delivers; Justice demaunda de xii. si Alice fut primes attache a la sute Watier ou autri. — Sire, a la sute Watier. — Nota, qe si ele ut este attache primes a autri sute qe a la sute Watier, Watier ne ut ren apporte de ces chateus.

§ [2] Nota, qe cely qe voudra forjurer la realme prend havene la quele le Coroner ly voudra assigner, e ne mye autres.

Treys furent enditez de la mort un murdre; se mistrerent en pais; [PAIS] dit qe lun soulement fut coupable du fet, e les deux nent del fet, et de lassent; mes disseint qe les deux le[3] enterrerent sanz vewe de Coroner. Et pur ceo, quaunt al un qe fut

[1] This is one of the "errors" referred to by BEREWYK at p. 241.

[2] The remaining cases and notes in this Appendix are taken from A.

[3] MS. ne.

A.D. 1302. judgment; and the other two were let out by mainprise to hear their judgment.

§ One A. had abjured the King's realm, and went a little out of the highway; the menee was raised upon him, and he was taken in the King's highway, and this was found by the Jury.

§ John de Dorley was arraigned for divers felonies, and he stood mute, and would not speak a word.—THE JUSTICE enquired if he was dumb, or if he could speak if he chose.—THE INQUEST said that he could speak if he chose.—And because he would not put himself on the country, or answer, he was adjudged to suffer penance, namely, that he should be put in a house on the ground in his shirt, laden with as much iron as he could bear, and that he should have nothing to drink on the day when he had anything to eat, and that he should drink water which came neither from fountain nor river. The same penance was adjudged to Sir Ralph Bloyho, because he would not put himself on the country.

§ Richard and William were indicted for manslaughter; they put themselves on the country.—THE JURY said that they found by night one who had taken wheat, and tried to attach him; Richard made an unsuccessful attempt, and the thief knocked him down; Richard cried out, and his brother John came up, and struck the man on the head, in consequence of which he died.—And it was adjudged that Richard should go quit. And John, because he was a clerk, was sent to the prison of the Bishop.—It was said that when the event happened, John was not twelve years old.—SPIGURNEL. If he had done the deed before his age of seven years, he should not suffer judgment; but if before his age of twelve years he

coupable del fet, il porta jowise; et les deux lessez par meinprise de oier lor jugement. A.D. 1302.

§ Un A. avoyt forjure la tere le Roy, et ala une ceste hors del haut chemyn; la mene fut leve sur ly, e fut pris en le real chymin, e ceo trove par pais.

§ Et fut Jon de Dorley arrette de divers felonies, se tint tot muet, e nule paroule ne parla.—La Justice enquist sil fut muet, ou qil poit parler sil vousit. — La enqueste dit qil poyt parler sil vousit.—E pur ceo qil ne se voleit mettre ne autre respondre, fut agarde a sa penance, tel, qil fut mis en une meson . . .[1] ns la mie la tere en sa chemise charge de tant de fer cum il poit porter, e le jour qil manjast ren ne beyt, e qe il ust ewe qe ne fut de funteine ne de rivere: meme la penaunce fut agarde a Sire Rauf Bloyho pur ceo qe il ne se voleit mye mettre en pais. Contemptum.

§ Richard e Willeame[2] furent enditez de la mort un home; se mistrerent en pays; pais dit qe euz troverent nuctaundre un qe avoit pris blez, e le voleit aver attache, e il ne faillist cely Richard e ly la misa a la tere; Richard cria, e Jon son frere survoeynt, e ly feri sur la testee, par quei qe il morust: agarde fut qe Richard alast quites. E Jon, pur ceo qil fut clerke, fut livere a la prisone le Eveske. Dit fut qe en cel tens Jon ne fut mye del age de xii.—Spigornel. Sil ust fet cel fet avant le age de vii. aunz, il ne portereit mye jowise; mes sil ust fet autre fet ou il ne

[1] The MS. is damaged here. As to the "peine forte e dure" see p. 531.

[2] From what follows it would seem that this name should be John.

A.D. 1302. had done any other deed not involving the loss of life or limb, and against the peace, he should not answer, because before that age he is not with the peace &c.[1]

§ H. de C. had found a thief by night who had stolen corn to the value of fourteen pence; she tried to attach the thief; he drew a knife, and tried to strike her through the body: H. wounded him so that he died within four days: all this was found by verdict of the Inquest, and moreover, that he who was killed was a person of bad character; it was adjudged that H. should be let free.

§ A woman had committed burglary, and was taken with the "mainour," and brought before the Justices with the "mainour." John de C. came and sued against the woman. — SPIGURNEL took the Inquest whether he sued from the beginning, so that the woman was attached at his suit; and it was found that he had continually sued.—It was adjudged that he should recover the chattels, but if he had not sued from the commencement, notwithstanding his now suing, the King would have had the chattels.

§ Note, where it is presented by the Twelve in the Eyre that a man is a fugitive for felony, his chattels belong to the King; and if he have lands the King shall have the year and waste, although he be not a convicted felon, and shall have the lands from the time that he first fled until the chief lord has made composition with the King, unless the chief lord can show that the King has granted the lands by writ.

§ If a thief be taken with the "mainour," with oxen or other chattels, and the owner of the chattels pursue the thief, and the thief abandon the oxen or the chattels, and the bailiff of the liberty take them,

[1] Before the age of twelve, he would not be member of a tything.

perdreit vie ne membre e fut contre la pees, avant seon age de xii. aunz, il ne respundreit mye, pur ceo qe avant ne est il mye ove la pes &c. A.D. 1302.

§ H. de C. avoit trove un laron nuctandre qe avoit emble blez a la value de xiiii. d.; ele voleit attacher; le laron saka un coutel e ly voleit aver feru par my le cors: H. ly feri qil morust dedenz les quatre jours: tot ceo fut trove par verdit denqueste; e outre qe cely qe fust occis fut de male fame: fut agarde qe H. fut quitement delivers.

§ Une feme avoit fet burgarie, e fut pris ove meyneoure, amene devant Justices ove la meyneoure. Jon de C. vint e siwt vers la feme.—SPIGORNEL prist enqueste, le quel yl siwt a comencement par quei la feme fut attache; e tot tens avoyt seuy: fust agarde quil recoverast les chateuz; e sy il ne ust suy a comencement, tot ust il suy ore, le Roy ust ou les chateuz.[1]

§ Nota, par la ou presente est par xii. en heir qe home est futif pur felonye, ceus sunt chateaus au Roy; e sil ad tere le Roy avera lan e le wast, tot ne seit il felon atteynt, e le mein tens del hure qil primes devint futif jeke taunt qe le chief seygnour eit fet gre au Roy, sil ne pusse mostrer qe le Roy eit avant graunte par bref.

§ Laron ove meineoure ove beofs ou autre manere des chateaus, e cely a qi la proprete est les pursywt apres ly, e il lest les beofs ou les chateuz, e le baillif de la fraunchise les prent, e assigne jour a cely a qi la pro-

[1] This seems to be the case of "Une Alice, &c.," p. 509.

A.D. 1302. and assign a day to the owner, and receive his proof of ownership of the chattels, and deliver to him the chattels (as it happened to the sheriff of Cornwall regarding two oxen which were delivered in that manner) he shall be charged with them, and shall answer to the King.

§ Note, if a man attack another with premeditation or in any other manner, the value of the weapon belongs to the justices' clerk as his fee, and shall be paid to him immediately.

§ If a man be indicted for manslaughter, and in respect thereof purchase the King's charter, and produce it before the Justices in Eyre, it shall be asked if there is any one who will sue for the felony, then or never. And if no one come forward, the Justices will adjudge that he shall go quit by virtue of the charter; and he shall give gloves to the clerk for his fee, and nevertheless shall give the fee to the marshal.

§ If a man be acquitted of manslaughter, and of assent and assistance, the Justices shall thereupon ask the Jury if the prisoner fled; if they say No, he shall go quit; but if they say Yes, the King shall have his chattels.

§ A tything-man took a woman named Sibil for divers thefts; she fled to a monastery, as it was presented by the Twelve, and she remained there until she abjured the realm, as it was presented by the Twelve. The Justices asked for the Coroner's record of the abjuration, and no record was found; wherefore the Justices adjudged that there was another escape.

§ It was presented that a tything had been entirely withdrawn so that no one sued; wherefore

prete est, e resceit sa prove des chateaus, e luy livere les chateaus, sicom avint a vicomte de Cornwaille de deux beofs liverez en la manere, il fut de ceuz charge, e respundra au Roy. A.D. 1302.

§ Nota, si home ensywt autre en assaut purpense ou en autre manere, le pris del arme si est au clerk des justices com son fee, et serra paie meyntenant.

§ Si home seit endite de mort de home, et de ceo eit la chartre le Roy, et la bote avaunt devant Justices en Eyre, serra demaunde sil y ad nul qe voudra sywre pur cele felonie a donkes ou james. E si nul ne vingne, Justices agarderont qil aille quites par cel chartre ; e durra gaunz au clerk pur lour fee, e jatardeys le fee au mareschals.

§ Si home seit aquite de mort de home et del assent et del eyde, sus ceo les Justices demaunderont de la jure si le prison ala defuant; si eus dient qe noun, aille quites; si oyl, le Roy avera ses chateuz.

§ Un disiner prit une feme Sibille pur divers laronis, laquele eschapa a muster, com presente fut par xii., e la demora tanke ele forjura la tere, com presente fut par xii. Les Justices demaunderent record des coroners de la abjuracion, e nul record ne fut trove; par quei Justices agarderent autre foiz eschap.[1]

§ Presente fut qe un dyzeyne fut pleynement sustret issi qe nul home ne sywy; pur ceo les Justices enquis-

[1] See 3 Ed. 1 Westm. 1. c. 3.

A.D. 1302. the Justices enquired if they held gildable lands; and they found by the Inquest that the people who held the lands were free and held their lands freely; nevertheless they were charged to find a tything-man to serve the King, and to sue in like manner as people did who held tenements in vilenage: one of the free tenants was present, and he was sent to prison on account of the withdrawal, until he should pay a fine and give surety for findin a tything-man.

§ Symound de Penkelly found surety to prosecute an appeal of robbery against four men, of whom two were appealed of the deed, and the other two of aiding and abetting; and he commenced the appeal; and the Exigent was issued on Monday the feast of St. John the Baptist in the twenty-fifth year, and he sued at four county courts; at the fourth county court the two who were appealed of the deed were replevied to be produced at the fifth county court; and the third, who was appealed of aiding and abetting, was in like manner replevied to be produced at the same fifth county court; the fourth, who was appealed of aiding and assenting, was outlawed at the fourth county court; wherefore the County was amerced, because the County did not attach those appealed of the felony. And when they brought a writ to remove the appeal into Banc at Westminster, a writ again issued to summon the aforesaid persons from county court to county court, because at the fourth county court they were all three replevied until the fifth. The two came and surrendered, and the third who was appealed of the deed was outlawed, and the said two were let out on mainprise, to be produced at Westminster on the day named in the writ.

§ A woman found surety to prosecute an appeal of robbery against divers persons; and she sued up

terent qil tynt les teres guldables; e troverent par enqueste qe la genz qe tindrent les teres furent enfraunchis, e tyndrent lour teres fraunchement; jatardeis si sunt eus chargez a trover un disiner a servir le Roy, e a sewer ausi com les genz feseynt qe tyndrent les tenementz en vilenage; une des frauncks tenanz fut present, e agarde a la prison pur la sustrete jekes taunt qil fit fyn, e trove seurte a trover dissiner. A.D. 1302.

§ Symond de Penkelly trova seurte a siwere un appel de roberie vers quatres homes, dount les deux furent appele de fet, e les autre deux de la seute e del eyde e del comand; e comenca lappel; e le exigende de Lundy en la feste Seynt Jon le Baptist lan vyntime quinte, e sywy a quatre contez; a quart conte les deux appele du fet furent repleviz de aver les a quinte conte; e le tierce appele de leyde e del comand replevy a meme la manere de aver le a quinte conte desus diz; le quart appele del eyde e de lassent utlaze a la quarte counte; pur quei la counte est a jugement, e pur ceo qe le conte ne attacha mye les appelez de felonie: e quaunt eus porterent bref a remuer lappel avant en Baunk a Westmestre, si isse autre foiz bref a demaunder les avauntdiz de counte en counte, qe a quart counte furent il touz treis replevyz jekes a quinte. Si vindrent les deux e sy rendirent, e le tierce fut utlaze qe fut appele de fet, e les deux avantdiz furent lessez a meynprise a aver les a Westmestre au jour qe fut contenu en le bref. Appel.

§ Une feme trova seurte de sewre un appel vers divers genz de roberie; e siwe jekes a quinte counte, Appel.

A.D. 1302. to the fifth county court, and then the proceedings were removed by Pone into Banc, and there the appeal dropped by reason of non-suit; and the county was amerced because they did not attach the appellees before they proffered themselves at the fifth county court.

§ Note, that every plea of Appeal shall be tried in Eyre at the suit of the appellor, or at the suit of the King. The above-named woman did not prosecute her appeal; wherefore it was adjudged that she should go to prison, and that her pledges should be in mercy; and she was sent to prison for xl.*d.*,[1] and the appellees were brought up at the suit of the King, and asked how they wished to acquit themselves of the robbery; two of them said that they were clerks, and the other two said that they were not guilty; and it was asked if they ever were, and it was answered that they were not; wherefore it was adjudged that they should go quit, and that the Ordinaries should not intermeddle with the clerks or with their chattels.

§ Two men were appealed of robbery, one of the deed and the other of aiding; the appeal was removed into the King's Bench, and there it dropped; it was revived in Eyre, and the plaintiff was demanded by the Coroner's record; and he came into court, as did also the defendants; the Justice asked if the appellor would prosecute, and he said, No; wherefore it was adjudged that the defendants should go quit of his suit: and the Justices asked how he who was appealed of the fact wished to acquit himself; and he said, By the country. And the JURY said that he was not guilty; therefore it was adjudged that he should go quit; and he who was appealed of aiding was also discharged without acquittal by the Jury.

[1] Perhaps a mistake for xl. days.

e adonkes la paroule fut remue par Pone en Bank, e illeqe amorti lappel pur noun-sewte; e le counte a jugement de ceo qil ne attacherent les appels einz qil se ount profre[1] a quinte counte. A.D. 1302.

§ Nota, qe chescon plee de appel serra trie en Eyre par la sewte lappelour, ou la seute le Roy. La feme desus-dit ne sywy point son appel; par quei fut agarde qe ele alast a la prisone, e ses plegges en la merci; e ele fut a la prisone pur xl. *d.*, e les appelez furent remiz a la seute le Roy, coment eus de la roberie se vodreint aquiter; e deux respundeint e diseint qil furent clerks, e les autres qe de ren coupables; e demaunde fut sil furent unkes, e diseint qe navoyl; par quei fut agarde qil alassent quites, e qe les ordiners ne entremeissent des clerks ne de lour chateus. Nota.

§ Deux hommes furent appelez de roberie, le un del fet, lautre del eyde; e lappel remue en Bank le Roy; e illoke amorti; autrefoiz recussite en Eyre, e le pleintif demaunde par record de Coroner; qe vynt en Court, e les defendanz auxi; demaunde fut par le Justice si lapellour vodreit siwre; e il dit qe navoyl; par quei fut agarde qe eus alassent quites de sa seute: e demaunde fut par les Justices coment lappele de fet se vodreit aquiter; e il dit, par pais: e pays dit qe nent coupable: par quei fut agarde qil alast quite; e lappele del eyde auxi, sanz aquitance par pays. Appel.

[1] MS. qil ount einz se profre.

A.D. 1302. § One Joan found surety to prosecute an appeal of Rape against W., who was present; the said Joan counted against him that he had connexion with her in the thirtieth year, but said nothing of rape.—*Kyng* (for W.) denied tort and force, and as to its being against the King's peace and his crown and dignity; and inasmuch as the appellor in counting made no mention of rape, he prayed judgment of her bad count.—SPIGURNEL (Justice) said, It is necessary to a good count in an appeal [of rape], that the count should state the year, the place, the day, the deed, and other matters; and that, if the count be found defective, benefit of the defect should be prayed in the county court.—And the serjeant said that he had done so.—SPIGURNEL. The Court adjudges that Joan do go to prison because of her bad count, and that W. be quit of the appeal as far as her suit is concerned, and that he do answer at the suit of the King: Sheriff, put him in irons.—SPIGURNEL. W., answer at the King's suit for that you have ravished Joan's virginity:[1] and she is thirty years old, and she has a child in her arms; and I asked the woman whose child it was, and she answered that it was W.'s; and I said that it seemed to me that a child could not be begotten unless both were consenting parties.—*W.* answered that he was not guilty of the rape or of any other felony, and desired that it might be enquired of by the country.—THE JURY said on their oath that he was not guilty, and that he never had connexion with her.—And the Justice marvelled that they gave their answer in such wide terms, and adjudged that he should go quit.—And *W.* prayed that enquiry might be made of abettors.—SPIGURNEL answered that the statute did not allow it except in case of manslaughter.

[1] Quære whether what follows down to W.'s answer is not a remark of the reporter.

§ Une Johane trova seurte de siwre un appel de rap vers W. qe fut present; lavandite J. conta vers luy qil lencoucha lan trentime; e ne parla de nul rap. —*Kyng* (pur W.) defendi tort e force, e quaunt qe fut encontre la pes nostre seygnour le Roy, sa corone, e sa dignite; e demaunda de lappelour desicom ele en contant ne fit nul mencion de rap en contant, pur quei il demaunda jugement de son mavey conte.—SPIGORNEL (*Justice*) dit, Icoveynt a ceo qe conte de [rap] seyt qe home conte del an, del jour, del leu, del fet e dautre chose einz ceo qe conte de appel seit bon; e si len trove defaute, qe len demaunde alowaunce de la defaute en le counte.— E issint dist le serjant aver fet. — SPIGORNEL. Si agarde la court qe Jone aille a la prison pur son mavey conte, e W. quite de son appel quaunt a sa seute, e respoigne a la seute le Roy: Vicomte, mettez en fers. — SPIGORNEL. W., respund a la seute le Roy, de ceo qe vus ravistes la pucelage Johane; e si est ele de trent anz, e porte un enfant parentre ses braz; e jeo demaunday de la feme a qy lenfant estoit, ele respundit qe a W.; e jeo ly disoy qil semble a moy qe un enfant ne purra mie estre engendre sanz volunte de une part e dautre. —W. respund qe de ren coupable de rap ne dautre felonye, e ceo voet il qe seyt enquis par pais.—Est prist, qe diount par lour serment qe de ren coupable de lappel, ne qe il ne encoucha unkes.—E la Justice avoit mervoille de ceo qe eus respundeynt si largement; e agarda qil alast quite.—Et W. pria qil enqueisent des abettours.—SPIGORNEL respundit qe statut[1] ne le voleit pas forske de mort de home. A.D. 1302.

[1] 13 Ed. I. st. 1. c. 12.

A.D. 1302. § A man was indicted for manslaughter, and went to prison, and was brought before the Justices; and being asked how he would acquit himself of the death, he answered that he was a clerk, and said that he could not answer without his Ordinary; he afterwards waived that answer, and vouched the record of the Justices assigned, to wit, Randolf &c.; and he said that he had been previously acquitted of the said death. And it was found by the Rolls that it was as he said, and that he had the King's writ called "de bono et malo:" wherefore the Justices in Eyre adjudged that he should go quit, and that five of the Inquest should go to prison as attainted, and that the sheriff should take their lands and chattels into the King's hands, and should appraise their value.—BEREWYK said that none could be attainted by the twenty-four who were not attainted out of their own mouth; and that because they were of the Inquest when the same John was previously acquitted of the same death before the Justices assigned, and the said John was afterwards indicted in the Eyre by an Inquest in which the said five were, therefore they were attainted.—The Justices had asked if they could find any other person who was guilty; and they answered that they could not; therefore the Justices were the more severe with them.

§ Although a woman be condemned for manslaughter, the Justice will not enquire concerning her chattels, if she be under coverture, because all the chattels belong to the husband.

§ If a Coroner see a dead man who has been slain, he has no need, if the dead man had the rites of Holy Church, to answer for the finder in the Justices' Eyre; *per* R. DE BEREFORD.

§ Un home fut endite de mort de home, qe se rendi a la prison, e fut mene devant Justices; e aresone coment il se vodreit aquiter de cel mort; e il respundi qil fut clerk, e dist qil ne purra respundre sanz ses Ordiners; apres weyva cel respuns, e voucha record des Justices assignez, ceo est assaver Randolf; e dit qe devant ly fut aquite de meme la mort; e trove fut par roulle com il lui dit, e qil avoit bref le Roy qe est appele "de bono et malo." E pur ceo Justices en Eyre agardrunt qil alast quite, e qe cink de lenqueste alassent a la prison com atteynt, e qe le vicomte feit prendre lour teres e lour chateuz en le meyn le Roy, e qe il les feit preiser combien vaillent. —Berewyk dit qil ne pussent nent estre atteynt par vint e quatre qe ne furent par lour buche demene; pur ceo qe eus furent en lenqueste la ou lavandite Johane fut aquite devant Justices assignez de meme la mort autrefoiz, pus en Eyre endite par enqueste en la quele les cink homes desusdit furent, par quei il sunt atteynz.—E demaunde fut par Justices sil savoint trover nul autre coupable, e eus respundirent qe noun. E pur ceo les Justices furent le plus dur vers eus. A.D. 1302. Nota.

§ Tot seit ceo issi qe une feme seit dampne pur mort de home, Justice ne enquerre nent de ses chateaus si ele seit covert de baron, pur ceo qe touz les chateauz sunt au baron.

§ Par la ou Coroner veit un home mort tue, sil ad ses dreytures de Seynt Eglise, il nest mye mestre a respundre de troveour en Eyre des Justices. Teste R. de Bereford.

A.D. 1302. § If a man be indicted for that he was present when the man was slain, and he did not raise the hue and cry on the King's felon, and this be found before the Justices in Eyre, the sheriff shall be ordered to take his body; and if he return that he cannot find his body, when the hundred pleads in the Eyre, it shall be asked of the twelve if they suspect him; if they say that they do not, he shall not be put in Exigent, but the King shall have his chattels and, if he be a free-tenant, the year and waste of all his lands in the mesne time, viz., from the day when the felony was committed until the Eyre of the Justices.

§ A maxim by HENRY SPIGURNEL (Justice). Where a man is killed by a cart, or by the fall of a house, or in any other similar way, the thing that moves is the cause of the death, and shall be a deodand.

§ It was presented in the Eyre of the Justices at Launceston, that as four men were loading a cart with wood,[1] the wood [1] fell out of the cart on one of the four, and that he died in consequence. The Justices asked if they suspected any of the three; they said that two of them had fled to a monastery and remained there for a fortnight until the Coroner went on a certain day to take their abjuration; on which day he summoned the four adjacent vills, and other free men, and took an Inquest if they were quit; the Inquest said, No, on which he let them go quit: all this thing he did without warrant; wherefore HENRY SPIGURNEL (Justice) said that he should be condemned and go to prison &c. of the Sheriff.—But he said, R., we have much to do with you, because you are one of the twelve of Poudreshire, we bail you with your companions until Monday.

[1] Or perhaps "a barrel."

§ Si un home seit endite qil fut en la compaynye A.D. 1302.
la ou home est tue, e ne leve hu ne cri sus le felon le Roy, e ceo seit trove devant Justices en Eyre, le vicomte avera precept de prendre son cors: sil ad retorne qil ne purra trover son cors quant le hundred plede en Eyre, si serra demaunde de la dozeyne si eus ne mescreont; si eus diunt qe noun, il ne serra mye en exigende, mes le Roy avera ses chateaus; e si seit fraunck-tenant, lan e le wast de tot ses teres en le meyn tens, est assaver del jour qe la felonie fut fete, deke en Heire des Justices.

§ Par Henri Spigornel *Justice,* une maxime. Par Nota.
la ou home est mort par charette, ou par chere de mesun, ou en autre manere semlable, quaunt qe moveit se est encheson de la mort, e serra deodand.

§ Presente fut en Eyre des Justices a Lancentone, par la ou quatre homes voleint charger une charette de un fut, le fut cola hors de la charette sus le quart e chey sur ly, issint qe par le cheir morut. Les Justices demaunderent si eus mescrussent nul de eus: eus diseint qe les deus fureint a moster, e la demorerent bien quinze jours deke tant qe le Coroner vyent pur receyver la abjuracion a certeyn jour; a queu jour il fit somondre les quatre viles environ e autres fraunckes homes, e prist une enqueste si eus fussent quites; lenqueste dit qe noun; par quei il les lessa aler quites: tot ceste chose fit il sanz garrant; pur quei Henri Spigornel (Justice), dyseint qil est a jugement, e irreyt a chastel &c. le vicomte; mes il diseint, R. nous avoms mot afere de vus, pur ceo qe vus estes un des xii. de Poudreschire, nous vous baillams ove vus compaignons jeke Lundy.

A.D. 1302. § A man pursued a thief who had several stolen things upon him and fled with the oxen; the owner of the oxen followed up the thief with his goods until they came near to a monastery, and the thief took refuge in the church, and remained there until the Coroner came, and summoned him to come to the peace; he[1] did not come, and would not come, but abjured the King's realm; afterwards the Coroner delivered the chattels to the owners, because they had followed up and tried to take the thief who had stolen their goods until he got to the monastery, and because he abjured the realm. The Coroner delivered their chattels, and for having foolishly delivered them, he was brought to judgment before the Justices in Eyre.

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[1] The plural form is here and afterwards used in the original, but as only one thief is before mentioned, the singular form is adhered to in the translation.

§ Un home siwi un laron qe out divers larcines ove ly, e sen ala defuant ove les beofs: cely qe les beofs furent tant pursiwy le laron ove ses biens qe eus vyndrent pres dun moster, e le laron sailly en la eglise, e la demora cy la qe le Coroner vyent, e les demaunda a la pees; eus ne vyndrent poynt, ne ne voleynt venir, mes forjurent la tere le Roy: apres le Coroner delivera les chateaus a eus a qi les chateus furent, pur ceo qe eus feseint la seute de aver pris les larons qe aveint emble lors biens tanke eus furent a moster e ussent forjure la tere. Le Coroner delivera lor chateaus; e pur la fole deliveraunce est il a jugement devant Justices en Eyre. A.D. 1302

APPENDIX II.

Casus ubi equus recalcitrando interfecit custodem.

Case of a man killed by a horse.

[1] Presentatum fuit per duodecim juratores de Yoncres quod J. de Thorntone habuit quendam equum quem W. de O. domitavit, et cum idem W. dictum equum quodam die ascendere deberet, equus evasit de manibus suis, et rejecit et talo percussit dictum W., unde obiit; pretium equi quinque marcæ; et sepultus fuit per predictum J. sine visu Coronatoris. — JUSTICIARIUS. In cujus manu est ille equus deodandus. — *Duodecim.* In manibus dicti J. de Thorntone cujus proprietas fuit. —JUSTICIARIUS. Vocetur J. quod compareat. — JUSTICIARII dixerunt ei quod presentatum fuit eis quod debuit occupasse deodandum sine licencia et voluntate domini Regis, et quod debuit sepulisse dictum W. sine visu Coronatoris, quo modo voluit de inde acquietare. *Johannes* dixit quod non fuit deodandum, et quod dictus Willelmus non ex ictu, sed ex morte sua naturali obiit, et quod per ipsum non fuit sepultus sine visu &c.: quia eodem anno et die fuit in longinquis partibus in servicio Ricardi de Mombray, et hoc voluit verificare per patriam.—JUSTICIARIUS. Ecce hic bona patria de duodecim, lege nomina, et salva sit eis omnis calumpnia sufficiens. — Nominibus lectis, J. proposuit suas excepciones erga plures que triebantur per residuos de duodecim. Et quia comperiebantur minus sufficientes, ideo duodecim morabantur, eis integris.—JUSTICIARIUS. Si W. obiit ex ictu equi, equus esset deodandus; et si non, esset Johanni. Et si Rex amitteret per vos quod ad ipsum pertinet de jure, vos essetis perjuri; si vos auferatis Johanni quod est suum, vos peccatis mor-

[1] The cases in this Appendix are found in A. only: some of them seem not to have been during the Cornish Iter.

taliter: ideo, per sacramentum quod fecistis, edatis et dicatis nobis veritatem, si dictus W. obiit ex ictu equi vel non. Et si vos compereatis quod ex ictu, dicatis nobis in cujus manu est equus deodandus, et de pretio equi; et si dictus W. sepultus fuit sine visu coronatoris. *Duodecim* dixerunt ut supra, et quod equus valuit quatuor marcas habito respectu ad tempus facti; sepultus fuit sine[1] visu coronatoris sed non per J., et quod J. non occupavit equum. — JUSTICIARIUS. Et quia comperimus quod dictus W. obiit &c., et predictus J. occupavit sic equum deodandum sine licencia et voluntate domini Regis, J. propter occupacionem suam respondebit de predicto equo quantum valuit de facti et sit in misericordia. Et quia comperimus quod dictus W. obiit &c., et non fuit sepultus per predictum J., villata in misericordia quia ipsum sepeliebant sine visu coronatoris.

The horse is a deodand and the owner is to answer for the value.

§ Quidem puer J. de Burtone nomine, ætatis duodecim annorum, fecit[2] infra quemdam damum, et sagittavit metam extra domum, et per infortunium quamdam mulierem R. nomine interfecit. — JUSTICIARIUS. Quia non est etatis duodecim annorum non est felo, sed bonus et fidelis. — Et quia se subtraxit, proclamatum fuit publice quod reveniret si vellet. Et quia le Hoke fuit occasio mortis Rose, eo quod sagitta glaciavit super eam, appreciabatur &c.

Casus ubi quidam puer interfecit quamdam mulierem per infortunium.

A boy shoots an arrow which kills a woman; the thing from which it glances is a deodand.

§ Item, presentatum fuit per duodecim de Y. quod H. rapuit quamdam puellam, et N. et eam duxit ad manerium suum in eadem villa, et eam cognovit carnaliter contra suam voluntatem. — H. deducebatur ad barram per Brianum et Nicholaum de N. — JUSTICIARIUS. Briane, datur nobis intelligi quod vos deberetis duxisse in prisonato quod non poneret se in illos qui ipsum accusarunt, et male fecistis, sed quia est cogna-

Casus de raptu cujusdam mulieris.

Case of rape: counsel not allowed to the accused.

[1] MS. fuit visu.

[2] The word "metam" in the next line should probably come in here, and this passage be read "fecit "metam infra quamdam domum."

tus tuus, nos volumus patresces juxta ipsum, sed non quod consules eum.—*Brianus.* Domine, ipse est cognatus meus, sed hoc &c. volo refutari, et vellem quod ei bene fuisset, sed per me bene consuletur ad refutandum comunem legem; et ne habear in aliquo suspectus de lite, recedam.—[JUSTICIARIUS] Hugo, presentatum est nobis quod vos rapuistis &c. ut supponit; qualiter vultis vos acquietare?—*Hugo.* Domine, rogo vos quod possum habere consilium ne subripiar in curia Regis pro defectu consilii.—JUSTICIARIUS. Vos debetis scire quod Rex est pars in casu isto, et sequitur ex officio, unde in hoc casu jura non patiuntur quod habeatis consilium contra Regem, [qui] vos sequitur ex officio; si autem mulier ageret contra vos, haberetis adversus eam consilium, sed contra Regem non. Et ideo precipimus ex parte Regis quod omnes narratores qui sunt de consilio vestro recedant.—Quibus remotis,—JUSTICIARIUS. Hugo, responde; ecce proponitur contra vos possibile factum et factum vestrum proprium, unde bene potestis respondere sine consilio utrum sic fecisti vel non. Item lex debet esse communis et equalis; et lex est ut Rex est pars ex officio, adversus quam non habebis consilium; et si contra legem nos concederimus vobis consilium, et patria operaretur pro vobis, ut faciet Deo juvante, diceretur quod vos fuissetis deliberatus per favorem Justiciariorum: et ideo non audemus hoc facere, nec vos debetis hoc desiderare: et ideo respondeatis.—*Hugo.* Domine, ego sum clericus, et non debeo respondere sine ordinariis meis.—JUSTICIARIUS. Estis vos clericus?—*Hugo.* Domine, sic, quia fui rector ecclesiæ de N.—*Ordinarius.* Nos petimus eum ut clericum.—*Hugo.* Dicit.—JUSTICIARIUS. Nos dicimus quod vos amisistis privilegium clericale, eo quod estis bigamus, quia matrimonium contraxistis cum vidua, et respondebis utrum quando contraxistis cum ea fuit virgo vel &c., et jam bene potest statum cognoscere quam differre; quia ecce statim potest verificari per patriam.—*Hugo.*

The accused claims his clergy, and the ordinary demands him. The Justice objects that he is Bigamus.

Domine, ipsa fuit virgo quando eam desponsavi.—JUSTICIARIUS. Hoc statim debet sciri. — Et honeravit duodecim si Hugo &c.;—qui dixerunt in virtute sacramenti quod ipsa fuit vidua quando dominus Hugo contraxit cum ea. Sed notandum quod &c. de novo non fuerunt jurati quia primus juravi?[1] — JUSTICIARIUS. Et sic curia ista considerat quod vos respondeatis ut laycus, et consentiatis in illos probos homines de duodecim, quia scimus quod nolunt mentiri pro nobis.— *Hugo.* Domine, per illos sum accusatus; ideo in eis non consentiam. Item, domine, ego sum miles, et non debeo judicari nisi per meos pares. — JUSTICIARIUS. Quia vos estis miles, volumus quod vos sitis judicati per vestros pares.—Et nominabantur milites. Et querebatur si voluerit aliquas calumpnias contra eos proponere.—*Hugo.* Domine, non consentio in eis, vos capietis quamcumque inquisicionem volueritis ex officio vestro, sed ego non consentiam.—JUSTICIARIUS. Domine Hugo, si vos consentire velitis in eis, Deo mediante, ipsi operabuntur pro vobis si vos consentire volueritis in eis. Et si vos velitis legem comunem refutare, vos portabitis pœnam inde ordinatam, scilicet, "uno "die manducabitis et alio die bibebitis; et die quo "bibitis non manducabitis, et e contra; et manducabitis "de pane ordeaceo et non salo, et aqua &c.," multa exponens sibi unde non esset bonum morari per ibi sed melius valeret consentire in eis.—*Hugo.* In pares meos consentiam, sed non in duodecim per quos sum accusatus, unde adversus eos audiatis meas calumpnias.—JUSTICIARIUS. Libenter; legantur; sed si sciatis aliquod dicere quare removeri debent, dicatis unica voce sive in scripto. — (*Hugo*) Domine, quia nescio legere peto consilium meum. [JUSTICIARIUS. Non,[2]] quia tangit dominum Regem.—*Hugo.* Habeatis eas et legatis

The accused objects to the Jury because they are his accusers. He also says that he is a knight, and claims to be tried by his peers: and knights are accordingly called in. He nevertheless refuses to plead. The justice warns him of the "peine forte et dure."

He claims to challenge the Jurors, and asks the Justice to read his challenges, but the justice refuses.

[1] Quære, prius jurati.

[2] This interpolation seems necessary.

The accused says that he cannot read; the Justice remarks on his claim of benefit of clergy. A person in Court is directed to read them to the accused, who is to state them out loud: and those of the Jury against whom the challenges are found to be valid are removed.

vos. JUSTICIARIUS. Non, quia debent proponi per os vestrum.—*Hugo.* Ego nescio legere eas.—JUSTICIARIUS. Quomodo est hoc, quod vos voluistis juvasse vos per privilegium clericale, et modo nescitis legere calumpnias vestras.—*Hugo* stetit in pace quasi confusus.—JUSTICIARIUS. Non sitis[1] stupefacti, modo est tempus loquendi. —JUSTICIARIUS (ad dominum N. de Leyc.) Vultis vos legere calumpnias domini Hugonis? — *Dominus N.* Domine, si sic, haberem librum suum quem habet præ manibus suis. Quo admissa, ac dictus *N.* Domine, hic nominantur calumpniæ contra plures, vultis quod legam eas publiciter? — JUSTICIARIUS. Non, immo legatis eas prisoni et secrete, quia per os suum debent exsumi.—Et ita factum est.—Quibus ore suo propositis, quia reperiebantur vere calumpniæ, illi contra quos proponebantur removebantur ab inquisicione.[2]—JUSTICIARIUS. Nos calumpniamus dominum Hugonem de raptu cujusdam mulieris, ipse diffitebatur, et queritur ab eo, quomodo vult eum inde acquietare; dicit quod per bonam patriam; unde de bono et malo se ponit in vos; et ideo vobis jungimus [injungimus?] in virtute sacramenti utrum dominus Hugo dictam mulierem rapuit vel non, nobis dicatis. —*Duodecim.* Nos dicimus quod ipsa rapiebatur vi per homines domini Hugonis. JUSTICIARIUS. Fuit ne Hugo consentiens ad factum vel non?—*Duodecim.* Non.—JUSTICIARIUS. Cognoverunt ne eam carnaliter? —*Duodecim.* Sic. [JUSTICIARIUS]. Muliere invita vel consentiente? — *Duodecim.* Consentiente.—Credo quod deberet hic quod tamen post defuit. — JUSTICIARIUS. Domine Hugo, quia ipsi vos acquietant, nos vos acquietamus.

§ Presentatum &c. quod J. ballivus &c. cepit ab hominibus indictatis de furto redemptionem ut dimit-

[1] scitis, MS.

[2] MS. ad inquisicionem.

terentur in pace; queritur &c.; dixit quod voluit se acquietare per patriam, exceptis hiis qui ipsum accusaverunt. — *Duodecim* dixerunt quod usitatum fuit et est, et per consilium habetur in Wapentachia de eodem &c., quod si homo judicetur de minimo furto, ut de aucis vel gallinis, quod ballivus loci possit de eo capere denarium pro eo dimittendo in pace.—JUSTICIARIUS. Illa consuetudo non valet, quia est detrimentum coronæ. Et ecce quomodo si homo committatur coram nobis de minimo furto ad valorem iii. d.[1] ii. d. debet salvari propter parvitatem, sed debet irrotulari et res quæ furabatur et pretium rei: et si idem postea adducetur de alio parvo furto et super hoc convincatur, nos videbimus irrotulamentum super prius indictamento; et si utraque summa vel conjuncta excedat xii. seu attingat xii d. tantum, lex vult quod pendeatur per [*collum*]. Et si contingerit quod unus homo fecerit minimum furtum ad valentiam vi d., et tu caperes de suo ut ipse dimitteretur in pace, et postea iterato idem committat furtum ad valorem iii d., et tertio facit furtum ad valorem vii. vel iii., et tu pro suo dando posses eum dimittere, sequeretur per consequens quod tu caperes redempcionem ipsam salvando in causa ubi lex vult quod ferat judicium sanguinis, quod esset absurdum dicere. Et ideo illa consuetudo est potius corruptela. — JUSTICIARIUS (ad duodecim). Dicatis si J. hoc fecerit de hominibus malis et furibus notoriis, et si recepit ab aliquo qui postea se subtraxit, unde Rex non potuit habere executionem.—*Johannes.* Quidem de duodecim sunt qui procurant qui volunt modo mala: sustineatis quod possim habere calumpnias meas contra eos?—JUSTICIARIUS. Non, quia hoc petebatur ab initio a te, sed tu dixisti quod non, sed sumptus concessisti in eis; unde non potest nunc resortire.—*Johannes.*

On conviction for theft below 12*d.*, previous convictions will be enquired of; and if the sum total of all the convictions amount to 12*d.*, the thief will be hung.

[1] MS. iii. R.

Domine eo nescivi quod illa res furta ardua et periculosa. — JUSTICIARIUS. De te ipso queri debes et discas alias cautius negociari qualiter scires principium vel factum principale, cum nescivistis quem exitum res deberet seu voluit habere, quia inde potestis facere interrogationes suas quandocunque &c. Preterea[1] si velles caute et discrete operari, operari deberes in ipso litis principio tuas ordinarias calumpnias, et non nunc.

Presentacio abetti. What is not abetting.

Item, presentatum fuit quod quedam mulier exigitur in Wapentagio per abettum.—JUSTICIARIUS &c. dicatis nobis factum.—DUODECIM. Libenter: mulier venit ad ballivum quia a quodam verberabatur, et rogavit ipsum ballivum de justicia, qui dixit ei "Veni "ad Wapentachium, et attachia ibi querelam tuam, "et tibi fiet omnis justicia. — JUSTICIARIUS. Hoc non est abettum; nam abettum esset si mulier nollet agere, et purgaretur et abettetur ut ageret. Et ideo vos eodem modo puneminï et puneretur ballivus si convinceretur de abetto.

De ballivis qui recipiunt denarios ab aliquibus ne ponantur in recognitionibus.

Presentatum fuit &c.; et ballivus stetit juxta et dixit quod per cognitionem removendam nunquam aliquid recepit, sed recepit ab aliquibus ut eis parceret et eos dimitteret in pace. Et duodecim hoc dixerunt. —JUSTICIARIUS. Vos emendatis dictum vestrum. Et responsio sicut mulier emendavit tribulum suum: "Whan "he havet ymaket here blot of ȝanne he dot of ȝe "voke Englice."

Suspected persons should not be imprisoned previously to being indicted.

§ De captis et inprisonatis de felonis suspensis in cujus manus catalla &c., et qualiter sunt deliberati: duodecim dicunt quod duo homines capiebantur per ballivum et ducebantur apud Eboracum coram Justiciariis assignatis ad deliberacionem gaole, et delibera-

[1] MS. Preteres.

bantur. — JUSTICIARIUS (ballivo). Quare capiebantur.—*Ballivus.* Pro suspicione mali.—JUSTICIARIUS. Fuerintne indictati per duodecim ante.—*Ballivus.* Non.—JUSTICIARIUS. Et quia parcæ voluntatis in curia, et extra formam legis, tu ballivus in misericordia sis.

The bailiff should not take into his hands the chattels of a person hung for theft without the consent of the vill.

§ Presentatum fuit quod A. de N. fuit decollatus in N., et pro furto manifesto, et catalla sua sunt in manibus ballivorum. — JUSTICIARIUS. Dicatis nobis utrum de voluntate ville vel non.—DUODECIM. Contra voluntatem ipsorum.—JUSTICIARIUS. Et lex vult quod catalla sint in manibus villatæ, et inde respondeant in itinere Justiciariorum domini Regis. Et tu ballive, quia occupasti dicta catalla et contra voluntatem villatæ, ideo tu in misericordia. Et villata respondebit domino Regi de predictis catallis.

Alienation in Mortmain by collusion: the lands seized into the Kings, and the Abbot answers for the rents during the time for which he held.

§ De terris alienatis in manum mortuam presentatum fuit quod quidem &c. Abbas &c. — JUSTICIARIUS. Vocetur abbas.—Quo comparente, JUSTICIARIUS monstravit ei qualiter fuit presentatum, et petiit ab abbate si sic fuit vel non.—*Abbas.* Domine, predecessores mei fuerunt seisiti de illa terra, et ego similiter dimisi terram predictam predicto W. ad terminum, et post terminum predictus W. clamabat alium statum, et Abbas impetravit breve versus predictum W. quod redderet &c. quia nil habuit nisi ad terminum &c.: et per idem breve W.venit in curia, et cognovit predictam terram esse jus illius Abbatis, et reddidit Abbati; et quod alium titulum non habuit Abbas a predicto W. paratus est verificare.—DUODECIM dicunt quicquid dicit Abbas dicit contra conscientiam suam.—JUSTICIARIUS. Dicatis nobis quamdiu est postea.—DUODECIM. Quinque anni.—JUSTICIARIUS. Quantum valet per annum.—DUODECIM. Undecim solidos.— JUSTICIARIUS. De quo tenuit Walterus.—DUODECIM. De Ricardo; et Ricardus de domine rege in capite.—JUSTICIARIUS. Dicatis nobis si Abbas habuit ingressum ex voluntate Regis per breve suum.—

DUODECIM. Non de voluntate domini Regis.—JUSTICIARIUS. Et quia compertum est quod dominus Walterus alienavit Abbati predicto et post statutum [1] inde editum, et quod idem Abbas non intravit de voluntate Regis, et quod predictus Walterus tenuit de predicto Ricardo, et ille Ricardus de domino Rege in capite, et quod quinque anni sunt elapsi postquam facta fuit alienatio, et quod valet per annum undecim solidos, consideratum est quod Rex capiat in manum suam terram illam, et quod Abbas respondeat domino Regi de medio tempore videlicet quinque annis.

Difference in forfeiture where the felon is a serf and where he is free.

§ De secreto presentatum fuit quod R. de C. fuit latro et fugit.—JUSTICIARIUS. De cujusmodi latrocinio? DUODECIM. De quodam jumento.—JUSTICIARIUS. Et vos malum creditis eum esse.—DUODECIM. Sic.—JUSTICIARIUS. Loquimini de catallis suis.—DUODECIM. Habuit J. bovem talis pretii &c.—Et sciendum quod si sit servus amittit catalla tantum propter fugam, si autem sit liber et habeat messuagium [vel] terram, dominus Rex habebit omnia catalla sua et valorem terræ suæ per unum annum et unum diem et vastum, si qua possit vastare, videlicet, omnia edificia et dirrenerie arbores et vendere, sed dominus capitalis potest facere finem cum domino Rege. Et ille qui se subtraxit debet exigi et vocari de comitatu in comitatum; et si ad quintum comitatum non venerit &c. utlagari debet, et tota terra sua erit escaeta domino capitali post annum et diem: et si venerit ut homo volens stare paci usque ad diliberacionem gaole, et si patria operetur pro eo, terram suam post annum et diem recuperabit, et edificium; et sic domus est in perdicione et catalla non: et si transeat contra ipsum, terra est escaeta, et suspendetur &c.

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[1] 18 Ed. 1. st. 1. c. 3, and see 7 Ed. 1. st. 2, 13 Ed. 1. st. 1. c. 32.

§ Quidem Adam fuit captus et inprisonatus eo quod furebatur unum tapetum et unum linthiamen. Adam venit in curia, et de bono et malo posuit se in patriam, et post missam dixit, Justicia domine, alias fui rettatus de eodem facto, et liberatus coram Justiciariis &c.; unde voco rotulos Justiciariorum ad warrantiam.—JUSTICIARIUS. Adam, si dixisses sic in principio antequam te posuisses &c., fecissem te habuisse recordum rotulorum; sed quia te posuistis &c. non potestis ad aliam responsionem resortiri: unde vos de duodecim edatis et dicatis nobis veritatem: qui dixerunt quod est sui et valet furtum ix.d.—JUSTICIARIUS. Hic non deficiunt nisi tres denarii quin portares judicium: si modo compertum est quod furatus fuisti predicta quæ non valent nisi ix.d. ibis quietus a suspensione; si enim valuissent xii. d. debes suspendi: sed quia interest reipublicæ ne delicta remaneant impunita, eris in prisona per octo dies. Et quia subtraxisti te pro latrocinio predicto, catalla tua[1] pro fuga confiscantur. Pretium catallorum iii. s. vi. d.; unde vicecomes respondebit.

A prisoner putting himself on the country cannot afterwards plead a previous acquittal.

§ Unus jurator de duodecim in secreto suo sine assensu sociorum et consensu presentavit quod A. fecit furtum.—DUODECIM dixerunt se nil scire. Ideo A. in misericordia.

If a single juror make a presentment which the others repudiate he is fined.

§ Quedam mulier A. nomine capta fuit pro brusura cujusdam domus, et quia cepit ibidem tapetum, super eo fuit culpata ad sectam Regis. — DUODECIM. Ipsa est latro, sed non brusiavit domum, immo tapetum pendebatur super quodam sepe, et ipsa ibidem tapetum cepit, et valet octo denarios.—JUSTICIARIUS. Propter parvitatem delicti ipsa non portabit judicium vitæ et membri; et quia fuisti inprisonata per quatuor terminos anni, sufficiat et illa pena pro tali delicto: et ideo ibis quieta.—Nota quod mulier fuit convicta de tapeto

Thief imprisoned where the thing stolen is under 12*d*.

Nota.

[1] MS. sua.

ad sectam Regis, nulla facta secta a parte; ideo tapetum fuit in possessione mulieris, et in curia accrescit Regi.—Item, nota, convicta fuerit, catalla sua confiscantur non obstante parvitate delicti. Unde Rex Henricus voluit quod homo suspenderetur pro iiii. d.: et Rex Edwardus non nisi latrocinium sive furtum excedat xii. d.: tamen licet Rex noster remisit judicium sanguinis usque ad quantitatem xii. d., non propter hoc remisit forisfactionem catallorum quin convictus amittet ea, ut supra.—Sed nota in casu isto quia mulier habuit virum superstitem qui absens fuit Parisius secundum relacionem, duodecim non potuerunt catalla sua forisfacere nec fecerunt, quod omnia catalla mulieris sunt ipsius viri, cui innocenti non debet dampnum per uxorem offerre.—Et hoc nota, quod melius est nocentem relinquere inpunitum quam innocentem [punire].

Where the thing stolen is under 12*d.*, the thief forfeits his chattels.

Presentacio.

§ Presentatum fuit quod quidem habens unum messuagium et liberam terram, pro furto fuit decollatus.—JUSTICIARIUS. De quo tenet in capite?—DUODECIM. De Priore de C.—JUSTICIARIUS. Quantum tenuit?—DUODECIM. Unum messuagium quindecim acras terre.—JUSTICIARIUS. Quam diu est quod fuit decollatus?—DUODECIM. Anno regni Regis Edwardi vigesimo-quarto.—JUSTICIARIUS. Rex debuit habuisse annum et vastum per annum et diem et plus valorem totius medii temporis quousque dominus capitalis per breve recuperasset seisinam: et ideo vocetur Prior.—Quo comparente, querebatur ab eo qualiter ingressus fuit annum et vastum talis felonis.—*Prior.* Per breve domini Regis.—Et ostendebat quoddam billetum signatum sigillo T. de C. tunc vicecomitis Eboraci. Et vocabatur T.; et ostendebat breve domini Regis quod testificabatur priorem verum dicere. Ideo tenebit terram in pace nil dando pro medio tempore a die brevis impetrati; sed quia data brevis fuit anno regni Regis Edwardi vicesimo octavo, et erat decollatus anno

When a felon is beheaded the King has the year and day and waste and the profits, until the chief lord recovers seisin.

vicesimo-quarto, et sic sint duo[1] anni inter decollationem et brevis impetrationem, et de illis duobus[1] annis Prior respondebit domino Regi de valore terre: sed *Prior* ad hoc respondebat quod dominus Alanus Tesaurarius Lincolnie tenuit terram illam illis duobus annis et non ipse Prior; et hoc voluit verificare.—DUODECIM. Nos dicimus quod ille felo dimisit terram illam predicto Alano ad terminum annorum, infra quem terminum ipse fuit decollatus: et predictus Alanus continuavit terminum suum donec predictus Prior breve suum impetravit. — JUSTICIARIUS. Ideo Prior quietus. — JUSTICIARIUS. Hic fuit collusio inter ipsum Alanum et Priorem; vicecomes statim enim facta felonia deberet sequi catalla felonis in manu domini Regis: et sic Alanus Tesaurarius injuriam fecit domino Regi. Ideo &c.: et vicecomes si hoc non fecerit fuit negligens, cujus negligencia non debet domino Regi prejudicare. Ideo inquiratur.

Presentacio. The lord, if the owners of impounded beasts will not feed them, may feed them and make a reasonable charge.

§ Presentatum fuit quod quando abbas de C. imparcat averia alicujus, non permittit quod ipsi quorum averia sunt ea de suo pascant, sed idem abbas ea pascit, et capit pro pastu ad voluntatem suam. — *Scoter.* Domine, consuetudo est patriæ quod ea pascant, unde abbas bene permitteret eos si vellent: et, quia nolunt,[2] ideo ne perirent, ea de suo pascit. — JUSTICIARIUS. Utrum capit ad verum valorem querasti vel ultra.—DUODECIM. Ultra.—JUSTICIARIUS. Ideo abbas in misericordia, &c.

Presentacio. A tenant in capite to the King aliens to his brother at a yearly rent; the land is seised into the King's hands.

§ Item, presentatum fuit quod quidem qui tenuit de Rege in capite alienavit tenementum suum fratri suo.—JUSTICIARIUS. De quo tenens? Et *ille* dixit, De domino Rege. — JUSTICIARIUS. Facitne aliquod servicium fratri suo.—(*Ille*). Sic: unum denarium sibi annuatim reddo.—JUSTICIARIUS. Tunc ne tenes de do-

[1] quatuor ?

[2] In the MS. the words "quia nolunt" precede the words "unde abbas."

mino Rege, immo de fratre tuo. — JUSTICIARIUS. Habesne aliquid de domino Rege pro te? — (*Ille*). Domine, non.—JUSTICIARIUS. Ideo capiatur terra in manum domini Regis: et vicecomes respondeat de exitibus donec a domino Rege tibi perquiras aliud.

Presentacio. § Item, presentatum fuit quod P. de C. venditor bonorum comitatus Eboraci de Scaccario vendidit quedam averia sua capta post quintam captionem statim. Item de qualibet venditione capit ad usum propositi xl. d. Item post computum suum reddidit residuum domino Regi. Item si debitor Regis tantum habeat unum bovem, et capiatur et vendatur pro xlii. d. obolo, ipse venditor habet xl. d. obolum et Rex ii. d. obolum, per quod Rex amittit magnam partem debiti sui. — JUSTICIARII. (vocato Petro et comparente) dixerunt ei, Quo warranto clamas habere tale feodum, scilicet de averiis venditis &c.? — *Petrus.* Domini, de domino Rege. — JUSTICIARIUS. Tu non habes potestatem vendendi averia, antequam per vicecomitem vendicioni exponerentur: Item presentatum est, ut supra: Item si facias quatuor districtiones pro uno debito, ubi deberes capere tantum semel pro uno delicto, de qualibet vendicione capis. Item capis indistincte pro quolibet debito licet modicum fuerit, ubi deberes capere,[1] ubi delictum excederet dimidiam marcam &c., deberet ex toto primo satisfieri Regi, et postea tibi si fieri posset; sin autem, Rex haberet suum et tu nil. Item presentatum est quod tu capis xl. d. de vendicione, ubi non deberes capere nisi xxxii.; quomodo vis tu deinde acquietare? — *Petrus.* Domine, per patriam.—DUODECIM dixerunt ut prius.— JUSTICIARIUS. Considerat curia ista, quia plus recepisti quam debuisti secundum formam tui feoffamenti, quod feodum illud pro[2] forisfactione capiatur in

Rule as to the payment of the person employed by the Sheriff to sell goods.

[1] Some word seems to be wanting here.

[2] MS. quod.

manum domini Regis, et tu pro eodem sis in misericordia.—Et hoc nota quod non meretur privilegium habere, qui concessa abutitur potestate.

Nota. A fugitive thief put in Exigent. Enquiries concerning his property.

§ Presentatum fuit quod A. fuit fur. — JUSTICIARIUS. De qua re? — DUODECIM. De quodam equo. — JUSTICIARIUS. Et vos eum malecreditis?—DUODECIM. Sic.— JUSTICIARIUS. Ubi est ipse A.? — DUODECIM. Statim fugit cum equo.—JUSTICIARIUS. Exigatur, et si non veniat utlagetur. — JUSTICIARIUS. Habuitne catalla, liberam terram?—DUODECIM. Nihil habuit in bonis.

A thief taken out of a church demands to be put back; but is denied because the church was not consecrated by the bishop. The Justice tries to persuade him to turn approver.

§ Quidem captus fuit pro latrocinio, et ductus coram Justiciariis et inculpatus, dixit, Domine, ego fui in ecclesia de N. et dehinc vi abstractus, unde imprimis peto juris beneficium quod mittar retro unde ibi fui vi abstractus.—JUSTICIARIUS. Nos dicimus quod ecclesia illa nunquam fuit dedicata per Episcopum.—*Priso.* Sic domine.—JUSTICIARIUS. Inquiratur per duodecim: — qui dixerunt quod illa ecclesia nunquam fuit dedicata per Episcopum.—JUSTICIARIUS. Modo oportet te respondere. —*Priso.* Sum bonus et fidelis: ideo de bono et malo pono &c.—*Duodecim* nominati exiverunt ad deliberandos. Et iterum dixerunt JUSTICIARII, Prisone, nos credimus quod veredictum ipsorum operabitur contra te, et tu es valens et potens; melius est tibi recognoscere veritatem et devenire probator, antequam per patriam sis convictus; postquam tu convictus es tu amittes vocem.

Nota. The accused vouched the record and showed acquittal; the approver was hung.

§ Nota, quidem latro noctanter, W. nomine, recognovit factum suum et devenit probator: demum de indictamento suo captus [1] et imprisonatus,[1] et ductus [1] in curia et inculpatus de ipso probatore de certo facto, anno, et die, et de certa parte illius furti quam habuit ad suam partem, qui de bono et malo posuit &c., et [*Duo-*

[1] These participles must refer to the approver's comrade.

decim] dixerunt se esse bonum: qui acquietatus petiit judicium de probatore ad penam talionis. — *W.* (*latro*) dixit, De me non potes nec debes de jure petere, eo quod fideliter feci omnes disraciones et plus coram domino P. de C., et super hoc peto recordum rotulorum et testimonium. — JUSTICIARIUS. De bono et malo vis tu ponere in recordo rotulorum illorum. — Immo. — Visis recordis, apparuit liquide quod certius de indictamento suo fuit per patriam acquietatus ut bonus.— Ideo consideratum est quod probator suspendatur.

Casus. A person accused of robbery pleads his clergy and the ordinary claims him; but because he did not answer by apt words to the count, the inquest was taken and he was found guilty.

§ Quidem capellanus captus fuit apud Eboracum ad sectam cujusdam B., eo quod furatus fuit decem boves: —qui in curia dixit quod fuit bonus et fidelis.— JUSTICIARIUS (garcioni). Quid dicis tu?—*Garcio.* Dico quod furtive eos abduxit a tali loco in talem locum a custodia mea, et hoc &c.—JUSTICIARIUS. Modo quid dicis.—*Capellanus.* Domine, ego sum clericus et non teneor hic inde respondere.—JUSTICIARIUS. Ullus ordinarius petit te ut clericum?—Et tunc surrexit quidem procurator Archiepiscopi, et petiit eum ut clericum.— JUSTICIARIUS (garcioni). Modo vides quod cepit se ad clerimoniam; quid dicis ultra?—*Garcio.* Ex quo narravi versus eum de certo facto, loco, tempore et hora, anno et die, per verba feloniæ debita, et ipse non defendit debite verba illa, peto judicium de eo ut de non defenso, et in auxilium peto et rogo Regem quod capiatur inquisitio.—Qua capta, compertum fuit quod fuit culpabilis; ideo &c.

A man accused of theft by a robber not allowed his wager of battel.

§ Item quidem A. fuit inculpatus per B. latronem in curia de furto.—*A.* negavit, et voluit defendere se per corpus suum &c.—JUSTICIARIUS. Hoc non poteris facere contra ipsum; quia cum aliquis se de indictamento suo acquietat per patriam, extunc probator ipse amisit vocem et legem indictandi amiserit, de novo tamen per Regem potest primum indictamentum clarificari hoc si

sit obscurum. Posuit se in patriam, unde in voluntate Justiciarii est per quam patriam debet recipere acquietacionem, aut per eam ubi factum dicitur fieri, aut per eam unde natus est priso.

Case where a confession was said to have been made to escape from the cruelties practised in the gaol.

§ Robertus le Botiler de Skelebroke habuit quemdam filium suum primogenitum R. nomine, qui captus et ductus apud Eboracum propter suspectionem furti, homicidii, et aliorum maleficiorum, et adhuc vivo patre, R. filius quia rigide et cum magna angaronia deducebatur ad prisonam, ut revelaret[1] ab Anglia[1] recognovit seipsum esse latronem, et cepit homines indictare: misso &c. coronatore super eum cognovit coram eo se furem esse, homicidam et raptorem, et cepit ut prius &c. Et coronator scripsit confessionem suam de verbo ad verbum, et eam tradidit sic scriptam Justiciariis. Et Justiciarii miserunt pro ipso Ricardo ad videndum si fateri vellet quod cognovit coram coronatore. Qui quidem Ricardus in curia comparens cognovit confessionem suam, sed dixit quod eam fecit rigore et dirricione quam sustinuit in prisona, ut sic relevari posset ab angustia.—JUSTICIARIUS. (Vocatis tribus scilicet P. O. W.) Quæ patiebatur? ne esse in prisona talem duritiam inter vos qualem dicit?—qui dixerunt quod non.—JUSTICIARIUS. Ecce, socii vestri in prisona testificantur coram vobis. Et ultra hoc, Justiciarii miserunt pro prisone custode carceris, et fecerunt ipsum jurare quod verum diceret de eo unde peteretur, et ipse—furato proposito quod dicto gravamine per ipsum R. in propositi in prisona—dixit quod nunquam fuit verum.—JUSTICIARIUS. R., vis tu aliud aliquid dicere.—*R.* Sum bonus et fidelis, et nil mali scio de aliquo, et illam confessionem quam feci [feci] propter duritiam prisonæ; et clericus sum, unde de bono et malo, salvo meo privilegio clericali,

[1] These words are at full length: but quære (from his statement to the Justice) whether they should not be "relevaretur ab angustia."

me pono in patriam. — JUSTICIARIUS. Remittatur prisonæ.—Et hoc totum contingit patrevivente, predicto R. in prisona commorante. Pater suus obiit, cujus heres ipse est ut filius primogenitus in scripto sanguine. Statim mortuo patre capitalis dominus seisivit terram illam in manu sua, et dotem uxori R. assignavit.—JUSTICIARIUS. Facitis nos habere R.—Quo comparente in curia, JUSTICIARII dixerunt ei, R., hoc anno cognovisti te esse furem &c., et indictasti &c.; quid dicis nunc?—*R.* Domine, ut dixi ante horam istam septimam, quod sum bonus &c., et nil mali &c., et quod illam confessionem &c. — JUSTICIARIUS. R., quia confessus es et cognovisti te esse furem, homicidam, et raptorem &c. coram homine habente recordum, ut coram coronatore, et hoc in curia quæ recordum habet concessisti quod sic ei confessus fuisti, ideo te nos tenemus pro tali qualem te cognovisti. Vicecomes, remittatur prisonæ. — ORDINARIUS. Domine, peto eum ut clericum. — JUSTICIARIUS. Et vos habebitis eum libenter, ita quod moretur in prisona Archiepiscopi sui perpetuo sine purgacione: et mittemus Archiepiscopo confessionem suam.—Et liberatur eidem ad ducendum eum in prisona Archiepiscopi. Quo facto dicebatur Justiciariis quod alias fuit convictus de furto et homicidio, et inde ut clericus se purgavit; et Justiciarii miserunt pro eo ut veritatem inde scirent et inquirent ab eo: et propere comparente in curia et hoc recognoscente, JUSTICIARII dixerunt ei Quia alias fuisti quietus de furto et homicidio &c. et liberatus Ordinario et te purgasti, et postea more consueto fecisti furtum, et tu ipse cognovisti, ideo non deliberaberis prisonæ Archiepiscopi sed morabis in prisona Regis tui perpetuo sine purgacione.—JUSTICIARIUS. Vicecomes, remittatur prisonæ.—Quo facto, Justiciarii fecerunt vocari Duodecim, et eis injunxit in virtute sacramenti prestiti ut eis scire facerent verum valorem omnium terrarum R. patris quas tenuit. in

feodo die quo obiit, et loquimini de vasto.—DUODECIM hoc dixerunt.—Unde, nota quod si clericus captus fuerit pro suspectione mali, furti, [vel] homicidii, et se cognovit talem coram Coronatoribus qui portant recordum, in perpetuum forisfacit purgacionem suam per confessionem illam. Item, nota quod ex quo clericus excludetur a purgacione sua per suam confessionem coram Coronatore factam vel in curia quæ recordum habet, et moriatur, immo quod minus est, si clericus deliberetur Ordinario convictus per patriam nulla tamen confessione facta ab eo, licet in hoc casu potest se purgare, sed tamen antequam se purgavit moriatur, ut felo et forisfacit hereditatem suam pro se et omnibus de sanguine suo.

Presentacio.

How the custom of York with regard to capital punishment is to be construed.

§ Presentatum fuit quod quidem decollavit quemdam, et Justiciarii dixerunt quod licet sit consuetudo comitatus Eboraci quod homo [1] captus cum "sacrabare" vel cum "manuali opere" decolletur, hoc tamen habet intelligi sic, quod sit major et quod cognovit furtum quod excedat vel attingat saltem quantitatem xii.d. Et quia compertum est per Duodecim quod non cognovit furtum antequam fuit decollatus, ideo ipse qui eum decollabat erit suspensus; et hoc quia non habuit majorem potestatem per illam consuetudinem quam Justiciarii habent; sed coram Justiciariis "sacrabare" non est pro commisso uno, oportet quod confiteatur antequam possit eum dampnare; ergo pari ratione coram quatuor villatis.

[1] MS., quia hiis.

APPENDIX III.

No. 1.

A.D. 1303. De advocatione ecclesiæ.

[1] Willelmus filius Jordani de Standish &c. petiit versus Johannem de Longtone clericum, advocationem capellæ de Wygan ut jus &c. per breve de advocacione &c. Et prædictus Johannes venit et dicit quod in prædicta ecclesia de Wygan est ecclesia parochialis &c., cujus ecclesiæ idem Johannes est avocatus, et non alicujus capellæ de qua sibi constat ad præsens, et petit inde visum. Et Willelmus dicit quod prædictus Johannes visum inde habere non debet &c.; dicit vero quod non est nisi unica capella in predicta villa de Wygan, et hoc paratus est verificare &c.; unde petit judicium. Et quia prædictus Willelmus non dedicit quin ecclesia parochialis sit in prædicta villa, per quod non constat Curiæ &c. utrum prædictus Willelmus petat advocationem illius ecclesiæ tanquam capellæ, seu alterius capellæ existentis in eadem villa &c. Ideo prædictus Johannes habeat inde visum quindecim dies Pasche.—Rot. clxxxvii.

No. 2.

Record en un bref de dreit.

[2] Thomas de Gardinis petiit versus Robertum filium T. et S. de J. tantum in magna L. per breve de recto patens; et unde idem Thomas dicit quod quidem Alexandria antecessor sua fuit seisita in dominico ut de feodo et jure tempore &c., capiendo inde expletia &c., et de ipsa A. descendit jus cuidam Radulfo ut filio et heredi, et de ipso Radulfo, quia obiit sine &c., isti Thomæ qui nunc petit &c. ut fratri &c., quod tale

[1] This is the inrolment of and follows the case at p. 339.

[2] This inrolment is among the cases of Michaelmas Term 31 Edw. I. in the MS. cited as A., but the report of the case is not there.

sit jus suum offert &c. Et Robertus et S. veniunt, et A.D. 1303.
S. pro se dicit quod nihil habet in prædictis tenementis : et prædictus Robertus respondit ut solus tenens, et defendet jus ipsius Thome quando &c., et dicit quod idem Thomas nil jure clamare potest in predictis tenementis, quia dicit quod quidem W. de Gardinis pater predicti Thome cujus heres ipse est, eisdem tenementis in seisina cujusdam T. filii Roberti existentibus, sibi et heredibus suis predicta tenementa &c. obligavit se et heredes suos ad warrantiam &c.; et profert quandam cartam sub nomine predicti W. et ipsius Alexandrie uxoris ejus, quæ testatur quod idem W. et Alexandria, concesserunt et quiteclamaverunt prædicto T. patri prædicti Roberti pro se et heredibus suis omnes terras et tenementa quæ habuerunt in prædicta villa de L. &c., et obligavit se et heredes suos ad warrantiam ut prædictum est; unde dicit quod si alio implacitatur, idem Thomas de Gardinis tanquam heres ipsius W. in sanguine &c., ratione carte prædictæ factæ ante statutum Gloucestriæ &c. tenetur ei prædicta tenementa warrantizare, et petit judicium si ei actio competere possit in hac parte. Et Thomas bene cognoscit prædictum scriptum esse factum prædicti W. patris sui, et quod idem scriptum factum fuit ante statutum Gloucestriæ &c., sed dicit quod per scriptum illud ab agendo repelli non debet in hac parte, quia dicit quod nil ei descendit jure hereditario de ipso W.; unde petit judicium si per scriptum ipsius W. post cujus mortem nil ei acrevit precludi debet de prædicta seisina matris suæ petenda, et maxime cum per responsionem prædicti Roberti et etiam per predictum scriptum et quiteclameum liquet manifeste quod tempore confectionis ejusdem fuerunt prædicta tenementa in seisina prædicti T. patris prædicti Roberti; per quod sequitur quod prædictus W. per cujus scriptum &c., non fuit inde seisitus, nec tenementa illa a seisina sua alienavit &c. Et prædic-

A.D. 1303. tus Robertus dicit quod prædictus Thomas est heres prædicti W. patris &c. sanguine &c., et desicut idem Thomas superius cognovit prædictum scriptum esse factum ipsius W. patris sui, et etiam confectum ante statutum predictum, quo tempore heres matris &c. per scriptum patris sui ab actione excludebatur post mortem ipsius patris de hereditate matris suæ, petit judicium &c. Rot. lxxiiii.

No. 3.

Quod permittat habere communam pasturæ. Pur persone, &c.

[1] Rex Vicecomiti de Notingham salutem &c. Precipe abbati de Rugfford quod juste et sine dilatione permittat Willelmum de Bevercote, personam ecclesiæ de Tuxford, habere communam pasturæ in Touxford, de qua Willelmus de Lexinton, quondam persona ecclesiæ prædictæ, predecessor prædicti Willelmi de Bevercote, fuit seisitus ut de feodo ecclesiæ suæ prædictæ tanquam pertinente ab liberum tenementum suum in eadem villa die quo obiit ut dicit. Et nisi fecerit, quia prædictus Willelmus fecit nos securos de clameo suo prosequendo, per Rogerum filium Willelmi de Laun et Ricardum filium Teobaldi &c. de comitatu de Notingham, summone per bonos summonitores prædictum Abbatem quod sit coram Justiciariis nostris apud Eboracum in crastino Sancti Johannis Baptiste, ostensurus quare non fecerit &c. Et habeas ibi summonitores et hoc breve &c. Teste &c.

No. 4.

Breve de recto patente, ou tenaunt par la ley &c. joint la mise.

[2] Robertus Underburne petit versus Johannem Coly medietatem xvi. acrarum terræ cum pertinentiis in Northeberks, ut jus &c., per breve de recto patens, et unde dicit quod quedam Angnes antecessor sua fuit

[1] This writ precedes and is the foundation of the case at p. 413.

[2] This inrolment is among the cases of Michaelmas Term 31 Edw. I., but the report of the case is not there.

seisita de prædicta medietate cum pertinentiis in do- A.D. 1303.
minico suo ut de feodo &c., tempore pacis, tempore Henrici Regis patris nostri nunc &c.; et Johannes per attornatum suum venit et alias dixit quod ipse tenet prædictam medietatem ad terminum vitæ suæ per legem Angliæ de hereditate quæ fuit Matildæ uxoris suæ, de qua suscitavit prolem, scilicet quasdam Richildam, Aliciam, et Agnetem; unde dixit quod non potuit ei sine Roberto le Flete et prædicta Richelda uxore ejus Alicia et Agnete inde respondere; ita quod preceptum fuit vicecomiti quod summoneret eos quod essent hic &c. ad sequendos simul &c. Et ipsi non veniunt, et habuerunt diem per essoniatores suos hic ad hunc diem postquam summoniti fuerunt ad sequendos simul &c. ad capiendos simul &c. Ideo prædictus Johannes respondeat sine &c. Et idem Johannes defendit jus predicti Roberti quando &c. et seisinam prædictæ Angnetis antecessoris de cujus seisina &c., ut de feodo &c., et totum &c., et ponit se in magnam assisam domini Regis et petit recognitionem fieri utrum ipse majus jus habeat in predicta medietate &c., an predictus Robertus &c. Octabis Sancti Hillarii. Rot. xvii.

INDEX.

ERRATA AND CORRIGENDA.

Page 5, line 7, for *ballivum* read *ballium.*
„ 26, line 3 from bottom, dele *to.*
„ 52, line 15,
„ 202, line 7 from bottom,
„ 206, line 11 from bottom, } for *the wife* read *who was the wife.*
„ 90, at the end of the case add *as an assign ought.*
„ 168, line 7 from bottom, for *so that* read *because.*
„ 200, line 14, for *his answer* read *his* (*Mutford's*) *reply.*
„ 232, line 6 from bottom, for *you say* read *we tell you.*
„ 235, line 16, for *abatit* (*Per Hervy* read *abatit par Hervy.*
„ 234, line 20, for *abated* (*But Hervy* read *was quashed by Hervy.*
„ 236, Note that both mother and daughter were named Margaret, and for *Latteford* read *Batteford.*
„ 238, top line, for *we* read *you.*
„ 278, line 11 for *between the* read *between them the.*
„ „ line 24, for *writ* read *assise.*
„ 301, line 15, for *aver* read *arer.*
„ 320, line 7, for *until an* read *and only one.*

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